

THE North-China Herald

AND

SUPREME COURT & CONSULAR GAZETTE.

VOL. XXII., No. 618.

SHANGHAI, MARCH 28, 1879.

PRICE, Tls. 12 P. AN.

CONTENTS.

Advertisements—Latest dates—Births, Marriages, and Deaths, &c.	
Arrivals and Departures of Passengers, Shipping, &c.	
LEADING ARTICLE—	
The Blaze of Exterritoriality	289
SUMMARY OF NEWS	290
EDITORIAL SELECTIONS (from Daily News):	
Mr. Hart's Memorandum	292
The Customs' Medical Reports	292
Cyprus	293
The Plague	293
Colony v. Settlement	294
OUTPORTS, &c.—	
Kiukiang	294
Foochow	295
Amoy	295
Hongkong	295
Canton	295
Hoihow	296
Macao	296
Manila	296
The Loochoo Islands	296
Andam	296
Bangkok	296
Nagasaki	296
Hioo	296
Osaka	297
Yokohama	297
PEKING GAZETTES	297
OFFICIAL PAPERS—	
Mr. Hart's Memorandum to the Tsung-li Yamen	300
PUBLIC MEETINGS—	
Municipal Council	301
AMUSEMENTS—	
No. 2 Co., S.V.C., Rifle Competition...	302
CORRESPONDENCE—	
Post Office in China	302
MISCELLANEOUS—	
Loss of the Steamer Yesso	303
The Fêng-shui-ites again triumphant...	304
Some Account of Wenchow, the Newly-opened Port in China.....	304
LAW REPORTS—	
Supreme Court—	
Chen Pao-shan v. Kum Allum	305
Civil Summary Court—	
H. Evans v. Captain Waring	308
Police Court—	
R. (L. Bertram) v. G. L. Skinner	309
R. (M. J. Brunstein) v. A. Triggs and others.....	309
Mixed Court—	
Sundry Cases	311
CLIPPINGS.....	311
COMMERCIAL INTELLIGENCE—	
Tables of Ten, Silk and Cotton Exports.	312
Market Report.....	314
Exchange Quotations.....	316
Share Quotations	316

Miscellaneous Intelligence.

LATEST MAIL DATES.

England, ...	Feb. 7	Hankow, ...	Mar. 24
San Francisco, ...	Jan. 21	Yokohama, ...	" 18
Hongkong, ...	Mar. 23	Nagasaki, ...	" 22
Tientsin, ...	" 23	Foochow, ...	" 21

Latest Mail dates in England, from China.
 Hongkong, ...

Shanghai, ...

BIRTH.

At Shanghai, on the 24th instant, the wife of ALEX. BIEFELD, of a daughter.

DEATHS.

At Hankow, on 20th March, MILLICENT JANE, the beloved wife of Thomas Weatherstone, aged 30 years.

At 19B, Hollywood-road, Hongkong, on the 4th instant, PHILLIP LE MARQUAND, Clerk and Usher, Supreme Court, aged 53.

At 14, Markham square, Chelsea, S.W., on the 6th Feb., Rev. ALEXANDER STRONACH, formerly Missionary at Amoy, aged seventy-eight years.

The publication of the North-China Herald and Supreme Court & Consular Gazette commenced at 4.45 P.M.

The North-China Herald.

IMPARTIAL, NOT NEUTRAL.

SHANGHAI, FRIDAY, MARCH 28, 1879.

THE most cautious officials sometimes put pen to paper unadvisedly, and though they may take extraordinary pains and care to steer clear of the rocks and shoals on either side, they run a great risk of using some unlucky phrase which is remembered long after the more laboured and considered portions of their long despatches are forgotten. And it often provokingly happens that the one expression is regarded as an index to latent motives and that a very moderate and sensible document is discredited by the presence of one sinister expression which fixes itself in the public memory and is regarded as the key to the writer's policy and as affording in fact a glimpse behind the scenes. When we examine the remarkable "Proposals" of the Inspector General of Customs, we see several plausible suggestions; but there is one unlucky phrase which creates an impression the circuitous and ambiguous verbiage of the context is powerless to undo. This phrase is, "The blaze of extritoriality." We can perfectly understand why the Chinese Government should object to the existence of the *imperium in imperio*. It is no doubt extremely irritating to have the right of extritoriality upheld and maintained by the subjects and citizens of Foreign States. It is, to use a phrase which was once a great favourite with the Altruists, "wounding to the self-respect" of a venerable and powerful nation. But in spite of all this, we are compelled to say that it is the fault of

the Chinese themselves. They are to blame for the existence of these rights, and the remedy for the endamaged self-respect is in their own hands. Let them show a sincere desire to carry out substantial justice and to establish anything worthy of the name of a reasonable administrative system, and the question of the erasure of the extritoriality clause may be entertained; but at present we conceive that the Western Powers would never dream of allowing their nationals to be placed at the mercy of Mandarins. Mr. Hart is kind enough to say that the Court, though it "may be pagan, will have to proceed publicly and according to new laws," but we should require some very strong and stringent guarantees before we can conceive such a tribunal as affording a satisfactory resort for litigants. In a word, the Chinese system of judicial administration is such a chaos of confusion and swamp of corruption, that it is hopeless to imagine it could be transformed in a short space into a system under which Europeans could hope to live with any decent security for life and property. To take instances freshly remembered by the present generation of residents in China, viz., the murder of Mr. Williamson, the Tientsin Massacre, and the murder of Mr. Margary. Here were three atrocious crimes committed by the Chinese on Foreigners. Is there a person acquainted with the facts who imagines that in any of these cases the real criminals were punished? Is there any one who imagines that the judicial proceedings of the native authorities were otherwise than a farce and a fiction? We conceive that no Foreigner, not even those in the service of the Chinese Government, would dream of asserting that justice was done in these cases or that even a willingness to do justice was exhibited. It is impossible to resist the conclusion that we shall have to live for sometime longer under the existing conditions, if we are to live here at all. Perhaps, indeed, the Inspector-General seems to feel that this is the case, as he speaks of postponing the removal of the judicial obstacles to

reciprocity until the commercial obstacles are got rid of, a date which seems at present to be sufficiently remote. Indeed, the author of the proposals does not seem to have very great confidence in his *panacea*, for he says: "When Treaties were first entered into, it was all giving and no getting on the part of China; and now the rebound may be felt, and there may be a desire to get and not give. Perhaps the advantages of what is conceded to China will be so undervalued, or the advantages of what is proposed to be conceded to the foreigner will be so magnified, or the desire to give as little as possible will be to such an extent uppermost, that thereby the proposals may come to naught." It does not seem improbable that this will be the fate of these suggestions. The distinguished official who has proffered them may consider that he was in a measure obliged to do so, and having discharged his task may assure himself that he has done his duty to his employers. Still he must have foreseen that the proposals would be sharply criticised, and it is an open question whether in making them, Mr. Hart has done the Chinese any real good. The desire to get rid of the present system is natural. It is felt we believe strongly by the Japanese at this particular time, but the question for Foreign Powers to consider is whether it would be safe to abolish it.

Our readers have probably made up their minds on that subject as far as China is concerned, and those who have taken the pains to read the proceedings in a certain trial, recently published in the Japan papers, will probably arrive at the conclusion that the Mikado's Government is as unfit to be freed from this check as are the Peking Officials, and that until the judicial and administrative systems of the two Empires are purified, we must continue to live in the obnoxious "blaze of exterritoriality."

Summary of News.

The French mail of the 7th February arrived on Wednesday, the 26th instant, by the M.M. steamer *Anadyr*.

A mail leaves to-morrow for Europe, by the M.M. steamer *Amazon*.

REUTER'S TELEGRAMS.

(*Vid Supp.*)

Supplied to the "N.-C. Daily News."

Constantinople, 22nd March.

The Russian troops have completely evacuated Adrianople.

The Turks are refusing the proposed extension of the Greek frontier.

A Greek circular note invokes the mediation of the great Powers.

London, 23rd March.

Lord Chelmsford, in a despatch dated 9th February, requests to be superseded, in which the Governor and High Commissioner at the Cape concurs.

The Secretary of State for the Colonies censures the policy of the Governor, but states that the British Government have no desire to withdraw confidence at the present crisis.

Moinrosi, the Chief of Basutoland, is in open rebellion.

A meeting of the members of No. 1 Company, Mui-ho-loongs, S.V.C., was held on Monday in the Board room at the Municipal Offices. There was a large attendance, nearly forty members being present; and Mr. R. W. Little was chosen to preside. The first business was the election of officers. Mr. Sim proposed, and Mr. Corner seconded, Mr. J. F. Holliday, as Captain of the Company; and Mr. Low proposed, and Mr. White seconded, the nomination of Mr. E. W. Rice. The voting was by ballot, and resulted in the election of Mr. Holliday. Messrs. R. Mackenzie and A. Sim were nominated as Lieutenants, and as 1st and 2nd Lieutenants had to be elected, it was decided that the one who obtained the greater number of votes should have the premier position, and the other be chosen 2nd Lieutenant without a further ballot. Mr. R. Mackenzie obtained the greater number of votes and was therefore elected 1st Lieutenant, and Mr. Sim 2nd Lieutenant. Mr. Rice was proposed for the position of Lieutenant, but he refused to stand. A Committee of three were next balloted for, and the voting resulted in the election of Messrs. E. W. Rice, J. C. Bois and E. G. Moberly, who will act with the officers who are *ex officio* members. The rules and regulations, which had been printed and circulated among the members for some days, were next considered, and after one or two alterations had been made they were unanimously adopted. As regards the new uniform for the Corps, it was decided that a recommendation be made in favour of a white helmet in preference to a black one. A vote of thanks to the Chairman concluded the proceedings.

We are glad to see that the French Municipal Council, have decided to increase the tax on jinrikshas and wheelbarrows, from the 1st April, to seventy-five cents for each of the former and to 400 cash for each of the latter, and that from the 1st May licenses will not be granted for jinrikshas constructed to carry more than one passenger.—At the same meeting, the Council also agreed, in response to the request of the Honorary Conservator of the Shanghai Museum, to make a grant in aid of that deserving institution of Tls. 100.—It is gratifying to find the two Municipal Councils working together in these matters with such unmistakable unanimity.

The annual meeting of shareholders in the Agra Bank (Limited) has been held in London. The report presented showed a net profit for the year of £80,628. A dividend was recommended to be declared at the rate of 5% per annum, and £30,636 were carried forward.

Some further subscriptions to the China Famine Relief Fund are published on another page, amounting to Tls. 1,868.72, and bringing up the total collected to date to Tls. 203,702.65, of which a balance of Tls. 2,587.95 remains in the hands of the treasurer.

His Excellency Kuo, the late Chinese Ambassador to London, with Lady Kuo and suite, arrived on Wednesday by the M.M. str. *Anadyr*. He was met by several high Chinese officials and escorted to the Canton Guild, where rooms had been prepared for him during his stay in Shanghai, and where His Excellency has since received numerous official and complimentary visits from high and inferior Mandarins.

Saturday last, being the Emperor of Germany's 82nd birthday, the various men-of-war of different nationalities dressed ship, and we hear there was much rejoicing among the members of the German portion of the community.

Shortly after five o'clock on Wednesday morning a fire broke out in a native house in the Rue Durun, in the French Concession. The alarm bells at the different Police Stations were rung, and the brigades were soon on the spot, but fortunately their task proved a very easy one. The flames were extinguished before they made much progress and the destruction of the house in which the fire originated, and the adjoining one, was the only damage done.

About a quarter-past ten o'clock yesterday forenoon flames were seen issuing from the upper story of a small Joss-house in the Hupeh Road, near the Quangsi Road. Messengers were at once despatched to the Louza and Central Police Stations, and the alarm bells were sounded. The Fire Brigades and the Hook and Ladder Company promptly obeyed the call, but on their arrival at the place the Joss-house and the shops adjoining were ablaze, while numerous Josses were gazing on the destruction of their temple from the vacant land opposite, where they had been indiscriminately placed with very undignified surroundings. The Hook and Ladder Company did excellent service by pulling down the barrier gate of the Joss-house, while from the Torrent engine a stream of water was played on the flames which reduced their chance of progress to a minimum. The French Gas Work's engine played alongside the Torrent, while the Deluge and Victoria took up a position in the lane at the back, and prevented the flames spreading in that direction. With this vigorous application of water on all sides the fire was confined to a small area, and by eleven o'clock the flames were well-nigh extinguished. The Joss-house, two coffin makers' shops, one on either side of it, and seven private houses were gutted. The property was bequeathed to a woman who is a native of Soochow, and, it is said, she is well insured. The fire resulted from the action of a boy, seven years of age, who thoughtlessly threw a lighted match in a basket containing Joss paper and cotton in the upper room of the Joss-house.

Training for the forthcoming Spring Race Meeting is proceeding rapidly, and the grass course having been thrown open, and the weather being beautifully fine,

considerable numbers of the "promoters of the sport," gather amid the early dew in and around the Grand Stand and its enclosures. The usual hospitality, in the liberal dispensing of hot coffee, combined with more solid adjuncts, is shown; and, taken altogether, these morning meets are to be ranked among the pleasantest of the many pleasant assemblies of different kinds enjoyed in Shanghai. Chaff and repartee, of course, are not wanting to add to the general enlivenment, and in this species of harmless mental exercise the "sports" of the Model Settlement are not a whit behind those of other places—if any difference, rather otherwise, perhaps, The Spring Trial Stakes, which are always run for the week before the entries close, were competed for on Saturday last—the entries close to-morrow—and brought twelve starters to the post, investing the race with more than usual interest. Mr. Godolphin's as yet un-named griffin was the winner, followed as second by another un-named griffin, owned by Mr. Mat. Dawson, *Reformation*, the property of Mr. J. S. Fearon, being third. The half-mile was covered in about one minute. There was a large number of spectators, and the Grand Stand and rails presented quite the appearance of a small race meeting.—On dit there are a goodly proportion of "likely ones" among the new nags, and that everything bids fair for a thoroughly sporting and enjoyable meeting.

We understand the body of Mr. F. C. Lee, late carpenter of H.M. gunvessel *Egeria*, who was drowned about a fortnight ago, at Woosung, through falling into the river while boarding H.M. corvette *Charybdis* from a steamlaunch, a heavy sea running at the time, has not yet been recovered.

The French gunboat *Lynx*, Commandant Fournier, which arrived at Shanghai on Monday last, is a small vessel of 470 tons. Her armament, complement of men, &c., are not given. She is one of the most peculiar looking of naval vessels—low in the stern, with a rising bow carrying an enormous ram for her class. Her funnel, too, is lofty and slender—and to use the phrase of a sailor who pointed out these distinctive features of the little craft, "she looks all ram and funnel." She is well worth looking at.

The C.C.S.N. Co.'s str. *Appin*, which arrived on Saturday from the North, had, as passengers, the fourteen seamen saved from the wreck of the *Bencutha*, off Chefoo.

We hear that the well-known sailing vessel *Thermopylae* has arrived in London, having made the passage from this port, which she left on the 27th Nov. last, in about 110 days.

We are informed that telegraphic news has been received to the effect that the runaway ship *Alton Castle*, Captain Angel, is now loading in Adelaide for London. It will be remembered that about three months ago she left Shanghai without the usual Customs clearance papers, and the clever way in which she effected her clandestine departure was much talked of.

The P. & O. S. N. Co.'s steamship *Bokhara* took the following Silk:—For London, 386 bales; New York, 51; Marseilles, 24; Lyons, 15; Venice, 36; Bombay,

25; Singapore, 38; total, 575 bales; and 19 bales Waste Silk for London.

We are informed that among the news brought by the *Anadyr* was an item to the effect that His Holiness Leo XIII, had, on the 21st January last, named the Rev. Father Valentine Garnier, S.J., Bishop of Titopolis in *partibus infidelium* and Vicar-Apostolic of Kiang-nan. The day and place of the Rev. Father's consecration are not yet decided upon.

The pupils of the girls' school in connection with the Roman Catholic Institution of St. Joseph gave a series of what were termed "musical exercises," on Saturday afternoon last, before a large assemblage of the parents and friends of the youthful performers. The proceeds of the sum charged for admission, \$3, are to be devoted to the benefit of the Providence School for orphan girls attached to the institution—a most praiseworthy feature, not alone as regards its own worth, but also as being the only scholastic refuge for poor children at present existing in Shanghai—setting aside for the moment comment on the absence of a good school under Protestant auspices for those young persons whose parents can afford to, and do, pay to the Institution of St. Joseph for the education of their daughters. A large room in the building was prepared for the occasion under notice, the platform at the upper end being fitted with raised seats, those on the right of the audience being set apart for the well-to-do pupils, the greater number of whom were attired in the Virginal colours, blue and white; the seats on the left being reserved for the orphans, whose sombre costume was in marked contrast to that of the other pupils. Regarded as a musical entertainment, too much praise cannot be awarded the Sisters for the success of their teaching, illustrations of which were given by children of various ages, from the tiny mites of the age of five or six years to grown girls of fifteen or sixteen. The mention of names, we believe, is not permissible, but the following programme was performed so admirably as to leave nothing to be desired on the part of the youthful executants:—

Part First.

- 1.—Overture de la Chasse du jeune Henri (Mehul), arranged for two Pianos, each four hands, and Harmonium..... Czerny.
- 2.—Petite Fantaisie..... Schumann.
- 3.—Réveil des oiseaux, chorus performed by the youngest pupils..... Concone.
- 4.—La Cascade..... Paillet.
- 5.—Dialogue in French.

Part Second.

- 6.—Overture de Martha (F. de Flotow), arranged for two Pianos, each four hands, and Harmonium..... A. Horn.
- 7.—{ Souvenir..... Rosenblum.
- { La Filicse..... Mendelssohn.
- 8.—La Charité, cantate with accompaniment of Piano and Harmonium..... Rossini.
- 9.—Concerto Stück..... Weber.

10.—Dialogue in English.

The dialogues in English and French, in reality little plays, were capitally rendered and elicited loud tokens of commendation—that in French especially being spoken with such purity of accent as to be fre-

quently and loudly applauded by the French speaking portion of the audience—these being the majority of those present. The gem of the whole performance (and it was too good to be passed over without special notice) was the playing, by one of the elder pupils, of *Weber's* beautiful "Concerto Stück," for the pianoforte, which was enthusiastically redemanded, but *encores* being apparently against rule on such occasions, the demand was not complied with. There can be little doubt that the teaching of the Sisters of this Institute produces good effect, and, as we have before said, in the absence of any other educational establishment for girls in Shanghai, must be deemed worthy of support.

On Monday afternoon the pupils of St. Francis Xavier's School gave an entertainment to their parents and friends in the large hall attached to the Institution, being somewhat similar to that given on Saturday by the female pupils. There was a large attendance, especially of ladies, who listened with delight to the performance by the youthful actors of a drama entitled, "Conan Meriadee, or Christian Armoria," the period being the end of the fourth yutnee, the scene being laid in a forest of Armoria (Bretagne Française.) The characters were as follows:—*Conan Meriadee*, King, Joseph Colgan; *Kenvez*, chief of the warriors, A. J. Diniz; *Armor*, son of the King, Edgell Fabris; *Odomir*, head of the pagan Bards, Willy Andrew; *Arialex*, head of the Christian Bards, Arthur Riach; *Lucius*, Christian Apostle, John Wills; *Kernacl*, head of the Druids, Willy Edwards; *A messenger*, Thomas Colgan; *Christian Bards*—Pagan Bards; *Christian Warriors*—Pagan Warriors.

The offer of a prize for the best essay against *fung-shui* has induced the Chinese literati to make a more vigorous attack on their pet humbug than could have been expected. An old man more than seventy years of age has sent in his essay to be forwarded to the Committee. Another gives one hundred reasons for not believing in *fung-shui*; and others are writing. The Chinese Tract Society has begun a good work, and shows good sense in attacking such a superstition as *fung-shui*.

FURTHER SUBSCRIPTIONS FOR THE CHINA FAMINE RELIEF FUND.

A Sunday School in Ireland, per Rev. Tls.	
James Carson, Newchwang.....	11.30
Contribution in Adelaide, £4.10 a 4s.	
11jd.	46.39
Telegraphic remittance from London, 1,320.00	
Chinese Subscriptions, per Rev W. Muirhead, \$310.....	222.85
E. H. L., R. M. C., \$2 at 72.4.....	1.45
X. Y. Z.	50.00
Remittance from London, per demand draught.....	9.39
Captain Mathews, U.S. Navy, per Rev. Dr. Nelson, \$20 at 72.6....	14.52
Presbyterian Church, Canada, per Rev. W. Reid, Toronto, £47 a 4s.	
10jd.	192.82

Tls. 1,868.72

Amounts acknowledged „ 201,833.93

Total collected to date...Sh. Tls. 203,702.65

Balance in hands of Treasurer, Tls. 2,587.95

Shanghai, 26th March.

Editorial Selections.

MR. HART'S MEMORANDUM.

In another place we publish the conclusion of Mr. Hart's proposals submitted to the British Minister before the termination of the negotiations regarding the murder of Mr. Margary at Manwein. It is somewhat difficult to understand the conditions under which these reports, said to be confidential communications between a subordinate and the Tsung-li Yamên, came to be inserted in a Blue Book on quite a different subject; and the difficulty is not removed by the evident *empressment* of the Minister to obtain from the Yamên a copy of the document. "To make sure of the paper, on the 24th May," writes Sir Thomas Wade, "I wrote myself officially to the Prince (Kung), but before I had received his Imperial Highness' answer, Mr. Hart had forwarded me a manuscript copy of it." The impolicy of raising up a third individual to act as middleman between the parties to a difficult negotiation was never more plainly illustrated. Mr. Hart made use of this position, granted to him by the affability of the Minister, to produce a document such as the Tsung-li Yamên itself would not under the circumstances have had the boldness to put forward; and it is easily to be seen that, in the subsequent negotiations, the instrument so eagerly desired was in reality a drawback and stumblingblock, and much obstructed, and finally was effective in preventing a really satisfactory settlement at Chefoo. To the outside public the position of Mr. Hart has always been more or less of a mystery. It seems contrary to the usual custom of Ministers accredited to a foreign Court, to permit the intervention of go-betweens holding an undefined or indefinable position. Mr. Hart's official position as Inspector-General of Maritime Customs is a sufficiently onerous and responsible post, and as such fully entitles him to the respect of the Ministers at Peking. It can, however, hardly be alleged that in the negotiations at Chefoo, Mr. Hart was acting within the duties of his acknowledged office; and when the Memorandum published in the Blue Book is carefully studied, it will be seen that it deals with subjects altogether outside the sphere of duties of the office in which alone Mr. Hart deserves recognition by Foreign Powers. We do not aver that the Tsung-li Yamên or any other department of the Chinese Government is not at liberty to make use of Mr. Hart's services as their political adviser, but we certainly are entitled to the conviction that it is not consistent with the position or personal dignity of an accredited Minister to permit dealings with an official otherwise than in what concerns his special and recognised department.

In the matter of the Memorandum, the conclusion of which we republish,

Mr. Hart occupies the position of special pleader, and treats his subject under the three heads, Commercial, Judicial, and Administrative. Sir Thomas Wade himself, before forwarding his request for the Memorandum, was more or less conscious of this position of affairs, and told the Yamên that "much of what the Memorandum proposed was impracticable." It certainly seems ominous of what subsequently occurred, that with this amount of knowledge of the contents, he should still have continued to press the Yamên for a document, the possession of which under the circumstances could not fail to be embarrassing. Now, if the events preceding the Convention at Chefoo had been the first political appearance of Mr. Hart, his engagement in the arena of politics, if contrary to the usual practice of political negotiations, might have seemed desirable from the great influence he was supposed to possess in the councils of the Chinese Government. Without discussing the question as to whether that influence was not more apparent than real, and did not actually spring from the deference plainly paid to Mr. Hart by the Foreign Ministers themselves, we may pass in review some of Mr. Hart's previous appearances. The steps which enabled Mr. Hart to succeed to the office he holds, were known personally to many of the Ministers at Peking, and might well have been a warning to them as regards matters diplomatic. At a subsequent date, Mr. Hart appeared in his political character in the appointment of Mr. Burlingame and his despatch on his journey through the world. It had been known for some time that relations were very confidential between the American Minister and the Inspector-General; but the public, and, we have every reason to believe, the Ministers at Peking, were taken completely by surprise at the result. The part over-played by Mr. Burlingame under the ægis of the Inspector-General, was a fair indication of what might be expected from too close an association with him, and it might have been naturally supposed that the lesson of the danger of playing with such tools would not have been lost. Strange to say, such was not the case. When, in 1869, Sir Rutherford Alcock was directed to place himself in communication with the Chinese Government, with regard to a revision of the Treaty of Tientsin, we have the British Minister's own statement that Mr. Hart presented himself as an intermediary. It is still fresh in the recollection of those who have followed the course of events in China, that the British Minister accepted the services thus proffered, and that the result was a Convention so opposed to the principles of commercial intercourse that it was never ratified. Mr. Hart had, therefore, been well tried in his capacity of political intermediary previous to the negotiations of 1876, and in each instance his influence,

such as it was, proved injurious to the business in hand. Now we have for obvious reasons long refrained from referring to Mr. Hart; but one or two incidents of recent occurrence seem to denote that he is again desirous of appearing in the arena of politics and that his services are likely to be again brought to the attention of Foreign Governments. In the foregoing remarks, we are not to be understood as throwing aspersions on the private character of the Inspector-General—he has doubtless been "true to his salt." It is, however, well that those charged with the furtherance of national interests should carefully consider what is the nature of the supposed influence Mr. Hart exercises, and which has apparently rendered them so willing to accept his political services. Doubtless his position has been a high one, and he has been honoured by his employers accordingly; but the reason for this honour is evidently to be sought in the action of the Foreign Ministers themselves. Mr. Hart is great at the Yamên, because it is certain that he has gained more than one triumph over the Ministers; but it is equally certain, from the record of events during the last ten years, that his influence with the Yamên has never been sufficient to obtain one point in return. He certainly did not, or could not, persuade the Yamên to agree to Sir Thomas Wade's demands for the production of the perpetrators or instigators of Margary's murder; and, in a small matter, where his counsels might have been expected to have had more influence, viz., the dredging of the Woosung bar, we find his distinct promise still unfulfilled.

Before hoping to gain the services of Mr. Hart, it would be well for Foreign Ministers to look at his position as a trusted servant in receipt of a magnificent income. Ideas of duty in such cases may lead to an expression of opinion at variance with that held by those who wish to see China progress and the interests of Foreign commerce properly understood and encouraged by the Chinese Government.

THE CUSTOMS MEDICAL REPORTS.

There is not much in the current volume of Customs Medical Reports to interest the general reader. Cases and temperature diagrams have no charm for him,—indeed are prone to fill his soul with loathing. Still, if he contemplates a long residence in China, and especially if he is going to insure his life, he will be pleased to learn that in spite of the length, strength and toughness of last summer, foreigners along the China coast managed to keep not only alive but reasonably healthy. Swatow was visited by no epidemic, nor was there any unusual amount of ordinary sickness. There was but one death among adults. At Amoy there was no serious illness among residents, and no death among either residents or

foreign sailors. Malarious fevers were severe at Tamsui, which will surprise nobody who has ever visited that port, but they seem not to have been fatal in any case. During the entire year ended last September, but one adult died, and that death had no connexion with the climate. In Shanghai "the summer was unusually unhealthy, but its stress fell not so much upon residents as upon sailors and others merely visiting the port." Of the former, 22 adults and 9 children died; of the latter 28 adults and 2 children. At Chefoo the general health of the community was exceptionally good. Only one resident died, but three adult visitors and one child swell the list. No one died at Chinkiang. At Hankow the climatic disorders were all of mild type. Information is given about six ports only out of the fourteen, not including those lately opened, whose medical officers are invited by the Inspector General to contribute to the periodical volume. But from the few reports that are here put together we may infer that at none of the foreign Settlements in China, except Shanghai, can undertakers be making fortunes. To be sure, there are six times as many doctors at Shanghai as there are at any other port; and the immensely greater population here has also perhaps to do with the big mortality returns.

But the feature in this volume which claims special notice is Dr. Manson's paper on some polysyllabic skin disease, which contribution we are assured on unimpeachable authority is of exceptional value. So very few foreign residents in China, professional or otherwise, have either ability, time, or opportunity for original research, that any successful incursion in any direction into hitherto unbroken ground sheds a little unusual credit on all of us. Dr. Manson is already classed as an authority upon his special subject—blood parasites in men and the lower animals—and he now claims to have discovered a skin disease hitherto undescribed in medical literature. This is one way of proving oneself a benefactor to the species, but if such benefactions continue to be made, life, except for scientific men, will soon seem hardly worth the annoyance of living.

CYPRUS.

PEOPLE who leave China with the intention of making a leisurely trip through Europe before they settle down to English life, will henceforward, we imagine, spend some portion of the time at their command in visiting Cyprus. The political interest now attaching to the island will attract a certain number of tourists, and amateur antiquaries with an eye to a drawing-room cabinet at home will be tempted by Cesnola's harvest to follow in his footsteps and look out for some stray gleanings in the shape of carved or inscribed fragments of stone

and pottery. Apart from all this, however, Cyprus, both in the interior and on the sea coast, can hold its own for natural beauty with any other place of equal size in the world. Less could hardly be expected from the favourite residence of the goddess of love. Mr. Thomson, whose name has been made familiar to every foreigner in China by his magnificent volumes of photographs, recently gave the Geographical Society an enthusiastic account of the genial and beautiful landscapes which unfold themselves before the traveller in the interior of Cyprus, and the hydrographer to the Admiralty bore like testimony in favour of the coast. The great cities are in ruins, but in ruins that declare their former majesty. Surrounding the remains of massive fortifications, gigantic aqueducts and stately churches, farms, orchards and vineyards exemplify the change that has passed over the island since the Turks obtained undisputed possession of it. Evergreens, oleanders, myrtles, and plumed grasses fringe streams which feed great expanses of pasture land. Now, as of old, every product of the earth is yielded in rich profusion. The mines are, it is believed, still far from being exhausted, cotton flourishes side by side with the vine, the fig-tree, the olive and the mulberry, and plains covered with cereals alternate with rich pastures supporting innumerable flocks of sheep. To all this beauty and interest there is, however, one drawback. The Cyprus fever is almost as redoubtable as its Mauritius relative, and though the tourist will probably escape during a hasty visit, residents are sooner or later inexorably clutched by it.

As we are writing about Cyprus, we will notice an extremely interesting point brought out by Sir Henry Rawlinson with regard to the etymology of the name of its most famous mediæval city—Famagousta. Twenty years ago, in an essay on the chronology and history of the Assyrian Empire, he cited an inedited fragment of Esarhaddon's time (middle of the seventh century before Christ) upon which were enumerated the ten Hellenic Kings of Cyprus who furnished the Assyrian monarch with workmen for his many and magnificent palaces. One of these was Demo of Ammochosta. This furnishes the key to the name of the splendid ruins which now occupy the site of Demo's capital. It has in turn been derived plausibly from the Latin *Fama Augusti*, and fancifully from two Greek words signifying a sand bank. But on Esarhaddon's fragment Demo's city appears as *Anta-khadasta*, "the holy lady," in obvious allusion to the Phœnician Ashtoreth or Astarte, the Greek Aphrodite, who was worshipped there. This was abbreviated into Ammochosta, and acquiring the initial F, common in Cypriote inscriptions, was transformed into Famagousta.

THE PLAGUE.

We have lately read in telegrams an ominous word which always conveys indistinct but dreadful impressions, but which seemed to be exciting very real alarm in Europe six weeks ago, an alarm which has been recently mitigated but has not absolutely died out. That word is "plague." The pestilence has certainly been causing panic in Russia, and that panic has naturally spread to Austria. We presume that the word plague is chiefly connected in the minds of Englishmen with the scenes which Defoe has described with such astounding minuteness and vividness, and with certain imitations of his narrative by sensation novelists. But the fact that we associate the plague with fictitious personages and an unhistorical history, must not blind us to the fact that it is a real visitation of dire malignancy, and that a vague rumour of its manifestation in any portion of the world is ground for alarm. There is little doubt that the plague now active in Russia is the same disease as the plague which ravaged London in 1665. Of the general symptoms of the disease, an old writer says, "Among these were spots of different colours, hiccough, vomiting, carbuncles, shortness of breath, drowsiness and thirstiness, contraction of the jaws, and large and extended tumours. This plague was ushered in with seven months dry weather and westerly winds. It fell first upon the highest grounds." And it seems settled that the pestilence which forms such a ghastly landmark in English History was the same disease which depopulated the Roman Empire in the reign of Justinian. This disease had its origin, according to Gibbon, "in the neighbourhood of Pelusium, between the Serbonian bog and the eastern channel of the Nile." "The infection," says the historian, "was sometimes announced by the visions of a distempered fancy, and the victim despaired as soon as he had heard the menace and felt the stroke of an invisible spectre. But the greater number, in their beds, in the streets, in their usual occupation, were surprised by a slight fever; so slight, indeed, that neither the pulse nor the colour of the patient gave any signs of the approaching danger. The same, the next, or the succeeding day, it was declared by the swelling of the glands, particularly those of the groin, of the arm pits, and under the ear, and when these tumours were opened, they were found to contain a coal-black substance of the size of a lentil. If they came to a just swelling and suppuration, the patient was saved by this kind and natural discharge of the morbid humour. But if they continued hard and dry, a mortification quickly ensued, and the fifth day was commonly the term of his life."

There were several epidemics of the same pestilence during the middle ages in Europe, Asia, and Africa,

Of these the best remembered is the visitation of which Boccaccio gives the date in the introduction to the Decameron, "The years of the fructiferous incarnation of the son of God had reached the number of one thousand three hundred and forty-eight, when into the illustrious city of Florence, beautiful beyond every other in Italy, entered the death-fraught pestilence." Of the horrors and tragedies connected with times of plague, it is needless to write. The pressing question for our consideration is: Can the sweep of the destroyer's sword be restrained within more moderate limits than in ancient and mediæval times? It seems clear that it is possible now to deal with the scourge in a far more satisfactory manner than was possible at an earlier epoch. Modern sanitary science seems to think little of quarantine, and to hold that "as a single person evading the quarantine may render all the preceding precautions of no avail, the adoption of the measure would almost justify a charge of insanity against any rulers who put their trust in it." The modern policy would be to place health officers at the ports, who should isolate or render harmless any suspicious cases of imported sickness. But though such a course would be possible in European countries, or in the United States, it is not easy to see how, in the case of the plague visiting a country like China, ghastly consequences could possibly be averted. In the fourteenth century, the plague is said to have visited China and to have destroyed more than one-fourth of the population. When we see how hopelessly unprepared the natives are for any unexpected calamity, and how inefficient and cumbersome and absurd is all their machinery, it is painful to contemplate the possible results of plague appearing in these teeming centres of life. The absolute contempt for even the simplest sanitary precautions, the disregard of cleanliness, and the overcrowding of masses of people in populous cities, where houses, "thicker" than Milton ever dreamed of, and sewers fouler than he ever smelt, "annoy the air," seem to offer inducements to the Angel of Pestilence to take up his abode and dwell here, but many things in China persist in going by the rule of contrary, and though the Central Land passes through the horrors of famine, pestilence has been hitherto in recent years confined to Russia.

COLONY v. SETTLEMENT.

We have often discussed in these columns the advantages enjoyed by a Colony under strict and definite government, and those rival blessings possessed by a Settlement with a vague and ill defined rule, but reaping some of the privileges of being cosmopolitan in its social life. The advantages which Shanghai exults in are not hidden under a bushel. It is not easy to avoid the boisterous self-congratula-

tion of the dweller in the Model Settlement, and his thorough satisfaction with his life and its environment. He is disposed to assert noisily that he passes an existence happily free from the trammels of conventionality, and above all exempt from the tyranny which he associates with gold lace and red tape. Still perhaps there is a silver side to the shield of which we only see the golden one, and the "chartered liberties" who dwell beyond the rule of Governors and Legislative Councils have their trials. In a word, now and then one feels the need of "Government House." There are liable to be occasions when we want some head of society to draw lines and to say with authority that certain practises should be a bar to admission into certain company. We do not say these occasions are of frequent occurrence, but when they do arise, they show in a very clear light the weak place of a community which has many advantages, and which is certainly not unconscious of its privileges or silent about its merits. Whether from a wearisome succession of bad years, or from failing health and energy, the temper of the community is altering and not altering for the better. We have on more than one occasion deplored the absence of leading spirits and the growing unwillingness to take positions of responsibility and public trust, which is perceptible in the community. When men are asked to take posts of charge, they say with truth that such functions are thankless offices, and they decline to accept them. But this is not the spirit which "makes small States great." The whole history of the world is a history of somebody assuming responsibility, and thus showing that there is something worth striving for, something worth contending against. The men who founded English colonies all over the world, were men who had definite views and very distinct convictions that in order to carry out those views they would be required to make sacrifices and to undertake burdens. In a certain sense the Early Fathers of Shanghai were men who shared these opinions, but now there is an altered aspect. We deplore a lack of resolution and independence. The fact is that while much is gained by "cosmopolitanism" something is lost. Different nations have different social standards. We are by no means prepared to assert that the standard of one is higher than another, but systems like persons may be all of equal height, and yet be distinguished one from another by very marked varieties of feature and very startling differences of character. Above all, the classes that are rated highly in one country are not valued so highly in another. In some realms men holding offices under Government rank foremost, in other realms politicians are not esteemed. Thus we have at once a root difference in the view taken of social and political life which cannot fail to tinge our opinions

on many questions. The codes which govern countries and communities where services and professions hold the first place, are different from the codes which govern countries and communities absolutely and entirely mercantile. The conclusion forced upon us is this: The tone of society is better in a community where there are persons of various callings than in a community where there are persons of various nations, who pursue the same calling. Though it is supposed to be an advantage to reside in a social mill where our angles are rubbed down, it is a doubtful benefit to live amongst people whose standard is too often almost unavoidably the Lesbian Rule; for though we gain largemindedness we risk losing moral sensitiveness. There would be an improvement, we honestly believe, if trade were better, as in difficult and pinching times like these we are passing through nobody appears to advantage. The sanguine are apt to become reckless and the cautious morose under pressure. Schemers and projectors make their harvest often in depressed times as well as in the day of inflation, and it is difficult to keep the head clear or the character without spot amidst irritating and gloomy surroundings and with an outlook full of uncertainty.

Outports.

KIUKIANG.

The literary examinations are still going on, and Wu, shao-tai (吳仁傑) or the Literary Chancellor, has his hands full. Wu is a native of Kiangsü, a member of the Hanlin College, and I believe a mandarin of the fourth grade.

The number of student-candidates from the five hsien into which their Prefecture is divided, is 4,000. Out of this number only 118 will receive the *hsin ts'ai*, or B.A. degree.

H.E. Li Wên-min (李文敏), the Futai of this province, is due here shortly. When he arrives, the authorities will cut some high capers, and the review of the troops will be as good as a play. Just now the soldiers are getting rubbed up for the occasion.

People from those parts of the country now known as the Famine Districts, are continually passing through Kiukiang either by boat or on foot, on their way to Nanking, Wuhu, and other places where rice is cheap and where employment is to be obtained. Rice is cheap enough here, for the matter of that, but there does not appear to be work for extra hands. Many of these refugees are miserable looking objects, and by the time they arrive here some of them are completely worn out. They stay at Kiukiang a little while to recuperate, and live on top of the city walls. A few days ago I met a batch of them so located. One old man belonging to the party had died during the night, and an old woman was reduced to skin and bone, while another woman offered me a very young infant, as she had no nourishment to give it and no money to buy food with. I declined the offer with thanks, so she said she would take it to a foundling house in the city somewhere. It is not often that such distress is witnessed here, but I suppose this batch of refugees had met with harder times

than fall to the general lot of those who travel this way.

Last year about this time, boat loads of people came from Honan, and the women and children were here offered for sale at the rate of 40 cash per catty.

Last week I saw about forty men, women, and children, who had been to Wuhu, but were returning to Mien-yang. Having learnt that the famine had abated, and having collected a little money together, they were making their way slowly homewards.

A couple of *lekin* runners tried a little "squeezing" in the Settlement this afternoon, but they made a mistake, for the first thing the runners knew was that one of them was struggling on the ground and the intended victim and his friends were kicking him to their hearts' content. Runner number two, thinking discretion the better part of valour, took to his heels, and when number one had been pretty well bruised, he was allowed to depart—a sorer, if not a wiser man.

19th March.

FOOCHOW.

The *Foochow Herald* of the 13th instant says that the petition in the Wu-shih-shan case was lodged with the British Consul on the 6th inst.: and that a copy was served on the English Church Missionary Society the day following. The petitioners are Chow Chang Kung, Lin King Ching, Loo King Fah, and Sat Keok Min, Directors of the Tao Shan Kwan Temple; also Lin Mung Shung, and Chan Ying She, members of the *Representative Body* of the City of Foochow. These are the ostensible petitioners, but the persons really interested—in fact the prime movers in this novel lawsuit—are unquestionably the provincial authorities of Fohkien. Of this there is pretty clear proof, and it is as well perhaps that the fact should be made generally known at the earliest stage of the proceedings. The *Herald* goes on to say:—"We should like to know why the name of the notorious Lin Ying Lin, a leading director of the Tao Shan Kwan Temple, is conspicuous by its absence from the list of plaintiffs? Also, who and what are the so-called *Representative Body* of the City of Foochow; whether the said body is a legally constituted one; and, if so, what its supposed functions? It certainly does not represent the peaceful inhabitants of the city—who must be shielded from any imputation of having participated in the attack on the missionary premises. We strongly suspect this so-called *Representative Body* to be a legal fiction—having no existence except in the fertile and lively imagination of the patriotic and learned framers of the petition. The hearing of the case will probably be fixed for an early day in April."

The following information with reference to the working of the Amoy Foochow Courier Line—for which the *Herald* says it is indebted to the agent at Foochow—may be of interest to our readers:—276 mails were despatched from Foochow during the season. The average time between Foochow and Amoy was 45 hours, 5 minutes; and vice versa, 45 hours, 8 minutes. The quickest time made was 43 hours, 45 minutes. Between 1st May and 31st January, 2,320 covers were despatched from Foochow, and 4,715 from Amoy:—the considerable excess inward consisting mainly of Reuter's public telegrams. The contract time (45 hours) was exceeded at Foochow and Amoy on 49 and 45 occasions respectively. This was, it is stated, entirely owing to heavy rains and freshets up country,—the most serious detentions occurring between Amoy island and the mainland. The proprietors are desirous of ensuring greater regularity, and, if possible, shortening the service time, but the absence of proper roads and the generally difficult nature of the communication, give but little

hope of any marked improvement in this direction at present.

H.M.S. *Sheldrake* returned to Pagoda Anchorage on the 7th inst. She is to proceed to Hongkong for the purpose of being paid off and re-commissioned.

AMOI.

The *Amoy Gazette* publishes the following correspondence on a subject of importance to shipmasters:—

Amoy, 12th March, 1879.

SIR,—We the undersigned, British shipmasters, your petitioners, do humbly beg leave to bring to your notice the many robberies and depredations committed on board of vessels in the harbour of Amoy by, as we are informed, a regularly organised band of robbers and thieves who are in some measure connected with the sampans and night watchmen of this port. We are led to this conclusion from the fact that when a vessel engages neither night watchman or sampan she is sure to be robbed of binnacle, or boats, or ropes cut down, &c., unless the officers patrol the deck all night. Your petitioners pray that you will take proper measures to lay our grievances before the Chinese authorities, who, we think, would or ought to take steps for our protection by the appointment of a water Police as is established in some other ports in China.

GEO. SIMONS,	Master <i>Louise</i> .
JOHN GARTHLY,	" <i>Havilah</i> .
CHARLES BROWN,	" <i>Inheritance</i> .
JOHN ANDERSON,	" <i>Euclid</i> .
JOHN WATT,	" <i>Lord of the Isles</i> .
B. POPP,	" <i>Hilda</i> .

CHALONER ALABASTER, Esq.,
H.B.M. Consul.

British Consulate,

Amoy, 18th March, 1879.

GENTLEMEN,—I have to acknowledge receipt of your letter of 12th instant, and will, as you request, bring the matter before the native authorities.

I may add that steps had already been taken before receipt of your letter to trace out and, if possible, bring to justice the gang you rightly enough say exists.

I am, Sirs,

Your obedient servant,

CHAL. ALABASTER.

Writing on this subject, the *Gazette* says:—"With regard to the complaint of the British shipmasters of vessels now in harbour, we learn from private sources that there is a regularly organised gang of 'water thieves,' consisting of as many as forty members. A 'water police' to keep an eye on the movements of these gentry will doubtless prove a boon, unless, indeed, as is not unlikely, some arrangement be come to between the two parties."

H. M. gunboat *Moorhen* has gone to the assistance of the wrecked steamer *Yesso*.

The soldiers of Amoy seem to have organised and carried out on the 15th inst., a very respectable jamarree. About a hundred of them banded together and looted a large number of gambling-houses and shops, getting clear off with their plunder. Orders have been issued for the names of the ringleaders, but as the penalty would be death, no one seems to like the responsibility of coming forward in the character of accuser.

HONGKONG.

The *China Mail* learns that the question of transit passes at Kiangchow and Pakhoi is in much the same state of advancement, or rather crab-motion, as it was a few weeks since. It is, however, so far satisfactory that no limited concessions of a clear Treaty right are likely to be accepted.

The *Daily Press* says the *Iron Duke* has returned to Hongkong. She did not go to Amoy as was at first intended, owing to her having been detained in port in consequence of the accident which occurred by one of the seamen falling from aloft. The

vessel simply appears to have gone outside the harbour for target practice, and then returned to port.

The *China Mail* of the 18th inst., says St. Patrick's Day was highly honoured yesterday,—first by the ceremony of trooping the Colours of the 27th Regiment, in a drizzling rain, in presence of His Excellency the Governor and Mrs. Hennessy, Sir Thos. Wade and Lady Wade; secondly, by the inauguration of St. Patrick's Hall at St. Joseph's Church, in presence of Bishop Raimondi, by H.E. Mr. Pope Hennessy; and thirdly, by a dinner and reception at Government House, when nothing but Irish airs were played by the Band of H.M.'s 27th Regiment.

The same paper writes, "The sad accident (to the hulk *Aden*, at Taku) reported by the *Shanghai Daily News*, is another of the numerous disasters which have lately befallen the C.M.S.N. Co. Our private information places the value of the cargo lost at Tls. 30,000. It seems that the compradors was superintending the discharge of the rice while the Captain was asleep, and having taken it up out of the lower hold placed large quantities on deck, when she listed over as described. No less than 56 coolies are said to have been drowned in the confusion caused by the suddenness of the accident. On a former occasion a similar accident occurred in Hankow, where a leaky vessel was loaded on the main deck only, to save the necessity of pumping.—We hear that the C.M.S.N. Co.'s agent at Tientsin has been dismissed for "squeezing," as he was found to have been paid for preventing the *Leeyuen* from towing vessels into port, thus cutting off a very lucrative employment from the Company. It is unquestionable that Mr. Tong King-sing has a difficult problem to solve in his management of the C.M.S.N. Co., and although he is trying hard to conquer the bad management and corruption, these disasters must try him sorely."

The *Daily Press* says Sir Thomas Wade left on the 18th instant for Foochow, by the steamer *Kwangtung*.

The prisoners in the *Kate Waters* tragedy have been further remanded for a week.

CANTON.

There is little stirring of importance in Canton, fires in the city and suburbs and accidents on the river being reported almost daily, but no great loss of life has to be chronicled in recent cases.

On the 13th inst. we were visited by a fierce gale and unusually high tide, which caused some loss to the junk and boat-people. A firewood junk turned bottom up, and although the persons in her were all rescued, the cargo of wood drifted away in the gale and was an entire loss, at least so far as the owners were concerned. On the following day the morning broke with a drizzling rain, which continued to increase until in the afternoon it became a perfect deluge, which wound up with a tremendous hail storm.

The Honan Treasurer, Yu Toon, has been appointed Lieut.-Governor of Canton. During the interregnum the office of Lieut.-Governor was administered by the Governor by the orders of the Emperor.

The Heung-shan Magistrate and the two officers, who had been in charge of troops to the Mong-kong villages to suppress the recent clan fights among those people, have arrived in Canton and reported themselves to the proper authorities, having succeeded in restoring quiet in the districts to which they were sent. The chances are, however, that their services will be again required in the same direction for a similar purpose, as these Mong-kongites are notorious for their constant quarrels, which nothing short of the actual presence of troops can keep in check.—*Daily Press* Cor.

17th March.

HOIHOW.

Our latest advices from Hoihow are to the effect that the Hakka rising, regarding which some anxiety has been more than once felt, is likely to collapse. The authorities of the province have at last become alive to the fact that there was trouble in the island of Hainan, and have adopted measures even more extensive than those we noticed a few weeks ago. Nearly two thousand first-class troops have now been thrown into the disaffected districts; and the rebels, knowing their weakness as compared with a disciplined army, are now endeavouring to escape by sea, while gunboats are cruising along the coast to intercept them. It must be admitted that the insurgents had scarcely any chance of success from the beginning, although the officials on the spot, being taken unawares, were helpless, having no other troops than the coolie-soldiers of Hainan. Unfortunately the worst feature of this business is yet to come, and we may expect to hear of terrible massacres, following the capture of those wretched Hakkas. If, as is generally asserted, it be true that these unfortunate men were driven to arms to avoid starvation and ruin at the hands of the Chinese, this sad phase of the petty rebellion in Hainan seems all the more lamentable in foreign eyes. It would appear that the Chinese officials, although they learn but few of the humanizing principles of government, have been taught one lesson by the present disturbances. They are evidently training a militia, for the troops which have lately arrived on the scene are kept well in hand, and no looting of any kind has been permitted. It is to be regretted that the grievances, which almost invariably drive peaceable inhabitants to resistance, should not be dealt with in a manner that would prevent bloodshed such as that already witnessed, as well as the greater horrors which are now but too sagaciously dreaded by people recognising the modern dictates of humanity.—*China Mail*.

MACAO.

We understand that stringent orders have been given by the Macao authorities for the arrest of any boats or steam-launches belonging to the Customs' cruisers found in the inner harbour of Macao. One of these boats crossed the harbour on the 13th instant, having on board Captain Walker, Baron do Cereal, and a Lieutenant of the Portuguese Navy named José Gomes Felgas, and a police launch was despatched for its apprehension, but the corporal in charge, finding on board one of his superior officers, refused to act according to his orders, and he is now in trouble. The *Boletim* just to hand says:—

"His Excellency informs the Harbour Master, 1st Lieutenant of the Navy Julio Elesban Pereira de Sampaio, that he has well done his duty by ordering the Chinese launch to be arrested in the Portuguese waters for having violated the existing rules. His Excellency also approves of the rigorous punishment inflicted on the corporal, who, under a false impression or through ignorance of discipline and the respect due to his superior officers, refused to arrest the Chinese launch with all on board."

The *Boletim* also contains the following memo. against the Baron and Lieutenant Felgas:—

"His Excellency wishes to make known his profound displeasure at the conduct of the Portuguese officers, who were on board the said Chinese launch, and warns them (especially Lieutenant Felgas) that he would have ordered them to be tried by Court Martial for want of patriotism and disobedience of the existing orders, but His Excellency refrains to carry out such extreme measures, believing that a momentary levity made them forget their

military duties and the sentiments of national honor."

From the above you will see that the Governor is determined to put down with a strong hand all the abuses of the Customs' cruiser mercenaries.—*China Mail* Cor.

MANILA.

The *Gazette* of the 1st March contains the condition of tenders for the laying down of the submarine telegraph cable to connect Manila with Hongkong, which tenders were to be closed on the 12th ultimo at Madrid, and the news of the result of which will probably reach here in the *Reina Mercedes*, expected here on the second fortnight of the present month, if not previously announced by a telegram. The cable is, according to the stipulations of the tenders, to be laid from the western coasts of Luzon (Cape Bojeador or Cape Bolinao) to Hongkong. The distance from Cape Bojeador to Hongkong, taken from the level of the sea, is 420 miles more or less; and that from Cape Bolinao to Hongkong is 475 miles.

It is frightful to contemplate the mortality which has occurred in the province of Iloilo during the year 1878. The mortality in 1876 was something more than 9,000, and in 1877 it increased to 13,214; but during the year 1878, no less than 29,042 persons died in that province. The cause which tended to increase the death-rate on such a large scale is worthy of some attention from the Government, and immediate steps must be taken to prevent the recurrence of this sad result. Persons with great experience of this province have assured us that there are already indications that the present year will also prove to be a calamitous one, because neither has the last crop turned out so abundant as was expected, nor have the people enough money to support themselves with ease, while at the same time they have not yet quite recovered from the misery caused by the calamity of last year.

The trade at Iloilo during the latter half of 1878 has been somewhat brisk, as can be seen by the return of duties collected by the Customs at that port, during the above mentioned period:—On Imports, \$8,992.72 was collected; on Exports, \$26,519.71; on Navigation duty, \$4,266.60; Confiscation, \$6.40; making a total of \$39,785.43 collected during 1878, as against \$20,643.37 during the corresponding period in 1877.

At about 7.30 o'clock on the evening of Wednesday a band of armed thieves entered a house, in the parish of Jolo, occupied by one Agustina Ignacio, where they succeeded in making away with a large sum of money and over \$1,000 value in jewellery. The Civil Guard of the place on hearing of the attack hastened to the spot, but the robbers resisted and fired on the guards. The officers of the peace returned the compliment in the same manner, and six of the miscreants were brought down, three shot dead and three were severely wounded. A portion of the stolen property was found on the persons of the prisoners.—*China Mail*, from *Manila Exchanges*.

THE LOOCHOO ISLANDS.

The *Echo du Japon* says the question of the Loochoo Isles has decidedly assumed a very serious aspect. Whether it has behind it some secret influence, some hidden support which may be suspected but of which nothing certain is known, the Viceroy of that country has entrenched himself behind a system of *non possumus*, which greatly embarrasses the Japanese Government. From most recent advices it would appear that the latter are likely to take rigorous steps. Two ironclads, the *Hiei Kan* and the *Fooso Kan*, have received instructions to hold themselves in readiness to leave for Loochoo; half a battalion detached from the Kagoshima garrison will also be sent, as well as 120 policemen from Tokio. But

how will it end? Let us hope that China will not take part.

In *Nippon Notes*, the *Japan Gazette* says that among various rumours regarding the islands of Loochoo, it is said that the Japanese Government had ordered the Sovereign of the islands not to pay tribute to China. This order was not approved of by his subjects, who lately became excited, and about forty of them have left for Foochow, to present a petition to the Chinese Government requesting that the islanders may be placed under the protection of China as before.

ANNAM.

A plenipotentiary has, says the *Daily Press*, been appointed by the Spanish Government to proceed to Annam to negotiate with that country a treaty of commerce, which, it is expected, will be of considerable advantage to the Philippines. One of the men-of-war at Manila has already been directed to go to Saigon, and there to await the orders of the Minister.

BANGKOK.

Capt. A. J. Loftus returned from the mouth of the Bang-pa-kong river last week. We hear that he has placed five beacons in position, to guide vessels entering that river. This is another of the acts of the Siamese Government in the interests of commerce. A thorough survey of the coast of the Gulf of Siam is a necessity, and will be immensely advantageous to the expansion of the commerce of Siam. The fact that portions of that coast do not belong to Siam, would be very poor reason why Siamese surveying vessels should not visit these portions of the coast and fix definitely the position of real dangers that may lie in the track of vessels, bound to Siam, for commercial and for other purposes.—*Siam Weekly Advertiser*.

NAGASAKI.

The following extracts are from the *Rising Sun*:—Mr. Yoshikawa, Director General of Telegraphs, is delegated by the Government to take part in the Telegraphic Congress, which will be held this year in Singapore.—The U.S.S. *Ranger* arrived at Nagasaki from Kobe on the 10th inst., and left for China (probably Chefoo) on the 13th. H.I.R.M.S. *Ermak* is still *in statu quo* opposite Inasa, so that H.M.S. *Lapwing* may be said to be the only man-of-war in harbour.

The *Rising Sun* translates the subjoined items from the *Echo du Japon*:—A telegram from Takasima, arriving during the last few days in Tokio, announces the discovery of two new veins, very rich in coal, one eight shaku long and the other three. The value is estimated at one million tons.—They are proceeding actively in the execution of the works for opening the two new ports which are to be thrown open for foreign commerce, those of Shimonoseki and Tsuruga.

HIOGO.

The *Hiogo News* states that the proprietors of the Kobe Paper Mill have received, per str. *Radnorshire*, the machinery necessary for the production of paper of various kinds, and they will be prepared to turn out, in the course of two or three weeks, an article which they confidently hope will be able to hold its own with that now imported. The machinery was manufactured in the United States, and embodies all the latest improvements in its line. It is now being put in position by Mr. M. J. Shea, the proprietors' engineer.—There has been considerable trouble with the seamen of the *Sunrise* ever since the vessel's arrival at Kobe. Two of

the men got out of gaol on the day of the trial for manslaughter, during the absence of the Municipal police at the Consulate. They were afterwards captured at Nishino-miya, but not without some trouble, as one of them drew a knife on the Sergeant and had to be persuaded with a baton to deliver it up. Seven of the crew ran from the vessel, and five were still at large. The other two were caught hidden away in a bamboo grove on Suwayama.—The Customs' authorities succeeded in making a rather clever capture the other day. Soon after the arrival of the *Genkai Maru* from Shanghai, a Chinaman on board desired to take ashore a bag of oysters, taken in at Nagasaki. An inquisitive tide-waiter expressed a wish to see the inside of the bag, and, as the Celestial showed no inclination to satisfy his curiosity, proceeded to turn out the contents on the deck. In addition to the bivalves he found, very much to his delight, twenty pounds of opium, valued at \$80; the importation of opium being prohibited, this was of course confiscated. In the excitement, the owner of the shell-fish disappeared, and either hid himself below or managed to get ashore; at all events, he wasn't caught.

The *News* is inclined to think, from information received from a Japanese source, that there is some foundation for the rumour respecting the rising of 4,000 ex-Samurai in the province of Chikuzen, Kiu-shiu. There are, however, no reliable particulars. One of the Osaka newspapers has a paragraph which endeavours to make out that the disturbance at Chikuzen was a mere drunken row amongst some ex-Samurai engaged in celebrating the incoming of the New Year of the Jimmu-ténno era. It may have been written to order; it is hard to tell.

A rifle match between the K. R. & A. C. and H. M. S. *Sylvia* came off on the 13th instant, and resulted in a victory for the latter team by thirty points. The *Sylvia* men used the Martini-Henry rifle, the Club shooting with the Snider. The weather was the worst possible for rifle shooting. A thin drizzling rain, or Scotch mist, fell throughout the afternoon, mixing up the white and the black paint on the target in such a way that the bull's-eyes could hardly be made out at 300 yards. The mist was so thick, in fact, that the ordinary marking discs could not be made out, and recourse was had to flags, for this purpose. The Club men did not shoot up to their average by a long way. They made a grand total of only 237, while on a former occasion they scored as much as 265. The sailors made 267. It is a good thing to see officers and men contesting with each other at the butts, and satisfactory to find that the best men in the ship are picked out, without respect to their rank on board their ship. The Kobe Club, nothing daunted by their want of success on this occasion, are making arrangements to have another contest with their rivals.

OSAKA.

Former residents of Osaka would now hardly recognise the piece of land adjoining the Concession known as the "and Patch." It was formerly a wide unenclosed waste, with a race-course laid out on it; now it is almost entirely built over, and there are fine broad streets crossing it, and other evidences of improvement.—The small steamer traffic between this city and the ports of the Inland Sea seems to be greatly on the increase. New booking-offices are springing up, and new steamers are being placed on the various lines every day, and any "young man from the country" who evinces the slightest token of a desire to "go West," is at once pounced upon by a swarm of touts and runners and carried off bodily. Just now, there are lots of pilgrims here, bound for Sanuki, and it is very amusing to watch

these batches of innocents being seized by the touts attached to the steamers.—*Hioho News Correspondent.*

YOKOHAMA.

The *Japan Gazette* says the *Kassa*, which arrived at Yokohama on the 9th instant, from Melbourne, brought the first cargo of wool ever received in Japan. This simple announcement is supplemented by the remark in the *Hioho News*, that this importation affords another instance of the indomitable perseverance of the central Bureau of Industry.—The early closing movement has made favourable progress, and, as will be seen on reference to the advertisement, all the chief stores in Yokohama will, on and after the 15th instant, close at noon every Saturday.—As many Japanese houses are constructed on foreign rules of architecture, large quantities of screws and nails are imported. A native of Osaka, named Saruda, has therefore formed a company with a capital of fifty thousand *yen* and established a nail manufactory. The samples turned out from this factory are said to be equal to the imported articles.—Miyadzu, a town situated in the province of Tanbano-kuni, has always been famous for its manufacture of crape, which is the principal article made in the province. Hitherto, however, the crape has been manufactured from Japanese silk; but it has recently been discovered that the kind of silk required can be imported from Corea, of better quality, and much cheaper than it can be procured at home. A number of Japanese merchants have, therefore, formed themselves into a company, with a capital of ten thousand *yen*, with the object of manufacturing crape from Korean silk, and have already despatched one of their number to Corea to make necessary arrangements. It is said that many others are anxious to join the venture, and are ready to come forward with more money when it is required.—The Imperial mansion at Ohama and the buildings at Nagata Machi, formerly occupied by the Minister for France, says the *Gazette*, have been put under extensive repair to make them suitable for the reception of General Grant, and the Princes of Italy and Germany, all of whom are expected to visit Japan in the course of this year. It is understood that a sum of 100,000 *yen* will be granted for the expenses of the reception and entertainment of the three personages mentioned. With regard to the expense of receiving General Grant and the Princes of Italy and Germany, the *Nichi Nichi Shinbun*, of the 12th, states that it has been estimated at a cost of 70,000 *yen*, not 100,000 as at first stated, of which the finance department handed 50,000 *yen* to the naval department on the 11th instant.

In *Nippon Notes*, the *Gazette* translates the following items:—The Japanese man-of-war *Nisshin-kwan* is to leave Shinagawa for China on the 15th instant, on a training cruise.—The *Chirikioku* (Geographical Bureau of Home Department) has ordered specimens of various woods from China and Europe for the manufacture of articles.—A survey between Takasaki of Gunba Ken and Tokio has been commenced for the purpose of constructing a railway. The expenses are estimated at 490,000 *yen*. Rumour says that this cost will be defrayed out of the National Loan.—Samples of earthenware, carpets and papers, &c., which are manufactured in France, have been imported by the *Shomu Kioku* (Board of Trade). They will be exhibited to citizens of Tokio at *Kirin Kosho Kieai-ha*, Takekawacho, for the purpose of improving native manufactures.—On the 3rd instant, the town of Takaoka was visited by a fire, which destroyed about 4,000 houses, 15 temples, *Shinto* and *Buddhist*, and 200 godowns.

Peking Gazettes.

ABSTRACT OF PEKING GAZETTES.

January 31st and February 1st.—The Governor-General of Shensi and Kansuh requests that a votive tablet may be placed in the temple of a certain deity in Ch'ing-yang Fu, in Kansuh, in order to gratify the wishes of the people who are anxious to testify their reverence for the deity in question. Last spring, when the prefecture was overrun with refugees from other parts, and when the prospect of a harvest was very gloomy, the Prefect, at the request of the inhabitants, headed a procession of the gentry of the place, who went to pray for rain at a temple in the hills to the North of the city. Here they remained seven days and nights, when abundant rain fell, and continued at intervals for a month. The popular anxiety was at once relieved, and in their gratitude the inhabitants have entreated the Prefect to apply for a votive tablet to be placed in the temple, a request which the Governor-General endorses.

February 2nd and 3rd.—(1) The President of the Board of Punishments, in obedience to a Decree previously published, reports upon the services of Weng Tsung-kw'ei, a Secretary in the Board, who had been declared by the Censor Chang Pei-lun to have been pushed on through favouritism and in disregard of the regulations of the service. The President of the Board explains that the regulations have in no wise been ignored, and that, so far as his fitness for the post is concerned, Weng Tsung-kw'ei has, during the time he has been employed in the Board, shewn himself eminently qualified to discharge the duties of his office.

(2) The Governor of the Metropolitan Prefecture requests that 300 *tan* of rice may be annually supplied to a benevolent institution in Peking known as the Tzu-shan-t'ang (資善堂), where over a thousand poor people are taken in and cared for during the winter. The place has hitherto been supported by voluntary contributions, and by an annual grant of Tls. 500 given by the Tsung-li Yamén out of the tonnage dues (船鈔), but the increasing number of applicants for relief makes it necessary for the managers to make an appeal to the Imperial bounty.

February 4th and 5th.—(1) A Decree. Imperial regrets are expressed on receipt of the intelligence of the death of Liu Tien (劉典), late assistant Administrator of Military Affairs in Kansuh. It is ordered that the same honours be done him as in the case of a Vice-President of a Board. His son Liu Pen-chien is promoted to be a Prefect, and the second son, Liu Pén-tsé, to be an assistant Secretary of a Board.

(2) The Censor Lou Yü-chin denounces his colleague Ying Chên for conniving at frauds committed by the officials employed in the grain department. The two above-named Censors had been deputed to superintend the delivery of the tribute rice last year, when to his intense astonishment Lou Yü-chin discovered that his colleague was accepting bribes to connive at the short delivery of grain. The Censor fears that there may be others implicated in this business, and requests that a searching enquiry be ordered.

(3) The Governor of Honan recommends the present Prefect of Kwei-té Fu, Ts'ai Keng-liang (蔡慶良) by name, as the official best qualified to fill the post of Prefect of Kai-feng Fu, lately become vacant.

(4) Tso Tsung-t'ang reports that the Yamén of the Brigadier-General of Liang-chow in Kansuh was partially destroyed by fire in October last. The seal and the archives fortunately were saved. In compliance with the regulation, the Brigadier

has been ordered to make good the damage caused by the fire.

February 6th and 7th.—(1) The Governor of Honan reports that the damage done to the dykes by the rising of the river in the Wu-chih district (武陟縣) has been repaired. He had originally reported that the work would cost Tls. 99,600, but when the repairs were almost completed a storm arose and a fresh breach was made by the waves beating against the bank. This estimate therefore will have been somewhat exceeded, but the Governor defers submitting the accounts until he shall himself have inspected the repairs.

February 8th and 9th.—(1) A Decree. Nearly a month has elapsed since we called upon the Superintendent of the Granaries to inquire into the truth of the accusations brought against Ying Chen, and yet no report has been sent in. We direct that the report be immediately submitted without further delay.

(2) The Governor of Honan submits a report of the trial of several small officials who had purloined some grain out of the relief establishment, of which they themselves were in charge. The amount stolen was eleven *tan* and a half, which was divided amongst those who had a hand in the robbery. They have all been sentenced to various periods of banishment, the punishment in each case being one degree more severe than in ordinary cases, in consequence of the property stolen having been rice intended for famine relief.

February 10th.—(1) A decree appointing Liao Shou-héng (廖壽恒) to be Literary Chancellor of Honan.

(2) A decree. Ch'eng-fu (成孚) is transferred to Kwangtung as Financial Commissioner; Ch'ang-keng (長庚) is appointed Financial Commissioner of Honan; Sung-chün (松駿) is named Judicial Commissioner of Kwangsi.

(3) Pao-t'ing, Expositor in the Han-lin-yuan complains of the laxity now existing in the administration of the Government, and requests that a sterner tone may be made to prevail. If in spite of repeated commands to the contrary, the High Officials at the capital still continue to discharge their duties without zeal and earnestness, it may well be imagined what a state of things exists in the provinces. The graver abuses which suggest themselves to him, Pao-t'ing proposes to expose one by one, with the steps he would recommend for their removal.

First, he would have the Imperial Commands carried out within a definite time. Of late, whenever one of the Boards in the capital, or one of the provincial governments, has been directed by Imperial Decree to take any action, the matter has been neglected and put aside, in the hope that as time wore on His Majesty's first intention might be gradually forgotten; and then an evasive reply has been sent up, or perhaps no reply at all, when no further notice has been taken of the matter. His Majesty having invited his Ministers to frankly state their views, Pao-t'ing has ventured more than once of late to make certain suggestions to the Throne, and on more than one occasion a Decree has been issued directing that these suggestions be carried out. And yet, in the end, what practical good has resulted, and how many abuses have been swept away? The best of plans, and the most beneficial of schemes, continue to exist only on paper. To let things take care of themselves, and stand quietly by, has grown to be the rule instead of the exception. It is only necessary to read the recent memorial of Yen-hsi on the arrears of Mongol Judicial cases to appreciate the truth of the above remark. To remedy the present evil, Pao-t'ing suggests that whenever an Imperial Decree is issued calling upon the metropolitan or provincial Authorities to take

certain steps, a certain limit of time should be assigned them for the performance of their duty. Further, Pao-t'ing would request Their Majesties, in the interval of their official business, occasionally to take up a case of importance, and if on examination it prove to have been managed carelessly, to severely punish those responsible for the negligence.

The next abuse Pao-t'ing has to call attention to is the manner in which the Emperor is deceived by his Ministers. Of late years it has become the custom to suppress the truth, and put on a false colouring, in reporting upon any matter with regard to which information has been called for from Peking. It has even happened that a forced interpretation has been given to the wording of the law, or irrelevant precedents have been brought in, to justify a certain course of action. How seldom does it happen that the facts of the case as set forth in the reports from the provinces correspond with the circumstances as detailed in the original memorial submitted by the Censors?—and unless the complaints of these latter are invariably misrepresentations, what conclusion can be come to but that the provincial governors are in the habit of glossing over or hushing up the difficulty. All this arises from the fact that His Majesty is still in his minority, and that Their Majesties the Empresses in the seclusion of the palace hear little of what is passing outside; while the Ministers of the Grand Council console themselves with the reflection that so long as the head of the State is lenient, it is not for them to be anything else. And thus it happens that both in the capital and in the provinces the Ministers deceive their Sovereign without fear of consequences, or without a sense of shame. As a remedy, Pao-t'ing suggests that the Ministers of the Grand Council should be required to criticise carefully every report coming up from the provinces, and to expose all who venture to misrepresent facts; failing this, they should be denounced themselves, and held responsible. Thirdly, the prerogative of pardon should be had in greater respect. To grant a pardon is an act of grace on the part of the Sovereign. The person undergoing punishment has no right to hope for a remission of the sentence; much less is it proper for any one else to apply for it on his behalf. Of recent years, it has frequently happened that when a disgraced official has made a contribution to the State, some person has come forward with a precedent, and requested that the sentence be remitted. What is in fact an act of Imperial mercy is thus treated as if it were a matter of routine; and thus, while poverty debars a clean-handed official from enjoying the Imperial clemency, the dishonest servant uses his ill gotten gains to purchase immunity, and a direct encouragement is given to greed and cupidity. The country's revenues may be at a low ebb; but it is not of these paltry thousands that it stands in need. Is gold to be held in greater respect than the law, that money will purchase a pardon? Their Majesties are requested to issue orders that for the future, whenever a disgraced official may offer to make a contribution to the State, the facts of the case only, without any recommendation of a pardon, shall be submitted to the Throne; when, if it seem a suitable case, His Majesty may graciously pardon the offence; but unless the character of the individual in question be such as to entitle him to merciful consideration, and that his services are worth retaining, the proffered contribution should be declined, and the law allowed to take its course. These are the views of the memorialist, which he feels bound to submit in return for the many favours he has received at the hands of His Majesty.

February 11th.—(1) Lu Jen-k'ai (陸仁楷) is appointed Grain Commissioner of Shantung.

(2) Shên Pao-ching (沈保靖) is appointed Judicial Commissioner of Kiangsi vice Kwo Ying (英國), who retires on account of ill-health.

(3) A Decree. The Board of Revenue reports that all the agencies in Peking for the purchase of office have been closed. We command that the same be done in the provinces, under whatever name these agencies may exist. Let the respective provincial governments devise other means of getting funds, and let them also, as soon as possible, close the accounts of these agencies and forward them to the Board, so that by the fifth moon at the latest the present system may have ceased to exist.

In conformity with the request of the Board of Revenue, We further direct that detailed statements be forwarded from all the provinces, showing the sums received, and the manner in which they have been expended, ever since the purchase of rank has been in existence.

(4) Ho Ching, Governor-General of Min-chieh, and Wu Tsan-ch'eng, Acting Governor of Fukkien, request that sacrifices may be offered at the stated periods in two temples lately erected in Formosa to the memory of soldiers who have recently died there, either in action or from disease.—Granted.

February 12th.—(1) Wên Hui is appointed Taotai of the Kwang-jao-kiu-nan Circuit in Kiangsi.

(2) Shao Hsien (紹咸), Financial Commissioner of Anhwei, reports having taken up his post on his return from Peking, where he had gone to have audience.

February 13th.—(1) The Governor-General of Chihli reports the circumstances attending a case of murder in the Tientsin district. The facts are as follows:—One Li Chen-chia, finding himself without means to pay for a wife he had bought, sought out a friend, Yü Ch'ang-yü, to borrow the necessary amount. As Yü had previously lent the applicant considerable sums, which had not yet been repaid, he declined to advance any more money. Hereupon Li asked Yü's son to go to Wang San to see if he would lend the money—this Wang San being the man who had made peace between Li and Yü on a previous occasion when there had been some difficulty with reference to the outstanding debt. During the son's absence, Li remarked that if Wang San was not able to advance the money, Yü would have to make out a promissory note for the amount. Yü replied that he was already a loser to a sufficient extent, and that he would lend no more. Angry words passed between the two, which ended in Li drawing a knife and stabbing Yü. A struggle ensued, in the middle of which the son returned. He joined in, and having wrested the knife from the assailant proceeded to stab Li in various places. The struggle continued, and as Li lay on the ground he used foul language towards Yü's son, not even sparing his ancestors; and added that when his wounds were well he would have his revenge and do for both father and son. Mad with rage, the son hacked at him with the knife until he died. Wang San, on hearing of the affair, was afraid that, as the person who had made peace when there was a quarrel about the previous debt, he might get dragged in the affair, went out in the night and drowned himself in the river.—The son has been sentenced to decapitation, and the father to receive 80 blows and be banished for two years.

February 14th.—(1) A Decree. The Prince of Kung; the Grand Secretary, Pao-chün; the Assistant Grand Secretary, Shên Kwei-fén, the President of the Board of Revenue, Ching Lien; and the Vice-President of the Board of Ceremonies, Wang Wen-shao (members of the Grand Council), have restored to them their rank, of which they had been previously deprived, as a recognition of their assiduous devotion to the welfare of the State. In

the same way, Li Hung-chang, Governor-General of Chihli; Tso Tsung-t'ang, Governor-General of Shensi and Kansuh; and Shen Pao-chên, Governor-General of the Two Kiang, are to have some special reward conferred on them by the Board of Civil Office. In consideration of his age, Ying Chao-yung is transferred from the Vice-Presidency of the Board of Revenue to the same position in the Board of Ceremonies, where the duties are lighter. Tê Ch'un, vice-President of the Board of Works; Hui Ch'üan, vice-President of the Mongolian Superintendency; and Tsai Ch'ing, are allowed to retire on their present rank.

(2) A decree appointing Hsü Chih-hsiang (徐致祥) Vice-President of the Board of Civil Office.

(3) A Decree. Ying Chên, who had been accused of conniving at the short delivery of tribute grain at T'ungchow is pronounced, after investigation, to be innocent of the charge; so also is he of the charge of allowing his son to accompany him and presume on his father's position. Ying Chên, however, did not do his duty conscientiously in punishing those implicated in the robbery of tribute grain; and in allowing his son's constant presence to be talked about, he gave rise to scandal and criticism.—Let him accordingly be handed to the Board for the infliction of a penalty.

(4) Li Hung-chang reports that an expectant Magistrate named Cha Tsung-jên, taking pity on the desolate condition of the small farmers in Chihli, whose cattle had all died during the famine, and who were therefore unable to plough their land, went off to Mongolia to persuade the cattle breeders to contribute animals for distribution in Chihli. He succeeded in thus getting together over three thousand head, all of which were driven into this province, and handed over to the most needy farmers. It is requested that Cha Tsung-jên may be left in Chihli to be employed as Magistrate on the occurrence of the first vacancy.—Granted.

February 15th.—(1) A Decree. Ch'ung-Ch'i and Feng Yü-chi report having held a trial in the case of robbery at the house of the Imperial Guardsman Wo Hsing-ngo. They state that in the course of his examination, the principal prisoner, Hsü Hwa, declared that a certain man named Fu had been concerned in another robbery at the house of a man named Ch'i; but afterwards he admitted that he had merely said this in order to get the man into trouble; and the memorialists affirm that, in truth, Fu was found to be innocent.

Their report further states that this said Ch'i, who had an old quarrel with Fu, sought to fasten suspicion on the latter by concealing one of his own pay-warrants in Fu's house. In the end, when he had been confronted with many witnesses, Ch'i had to admit his guilt. Shortly after, while in prison, he fell ill and died. In spite of the most clear testimony and the admission of the principal prisoner himself, Wo persists in denying that justice has been done, and still maintains that the pay-warrant is evidence against Fu, relying on the fact that now that the person who put the pay-warrant there is dead, it is impossible to controvert his statement.

On the same day, the Board of Censorate memorialised Us to the effect that Wo Hsing-ngo had lodged an appeal in which he accused Ch'ung Ch'i of having caused the man Ch'i to be tortured in order to make him admit that he himself had concealed the pay-warrant in Fu's house; and that under this torture he died. Wo further accuses Ch'ung Ch'i of having used torture to make the prisoner Hsü recall his previous statement to the effect that Fu was associated with him in the robbery, and to confess that he alone was concerned.

In order to arrive at the truth of this affair, We command Chih Ho and En Fu

to proceed post-haste to Kirin and there hold an investigation. They will carefully examine Ch'i's body to ascertain whether he died from illness or under torture. The staff of secretaries and clerks who accompany Chih Ho and En Fu will also travel post-haste.

(2) A decree appointing Chên Shih-chieh (陳士杰) to be Financial Commissioner of Fuhkien, and T'an Chün-p'ei (譚鈞培) to be Judicial Commissioner of Shantung.

(3) A Decree. Li P'ei-ching, Governor of Kwei-chow, is degraded three steps and ordered to be removed from his present post.

(4) Yü Kw'an (裕寬) is appointed Governor of Kwangtung, and Li Ming-ch'eh (李明墀) Governor of Fuhkien.

(5) Chang Shu-shêng (張樹聲) is appointed Governor of Kwei-chow.

(6) Liu Tien, formerly Assistant Administrator of Military Affairs in Shensi and Kansuh, reports that he handed over charge to Yang Ch'ang-chün, his successor, on the 1st of January last, and that if his health permit it, he will start on his return home to Hunan on the 10th of February.

(7) Chou Ta-wu (周達武), Commander-in-chief of the Chinese forces in Kansuh, reports his arrival at his post in Kan-chow Fu. He had audience on 25th June last, travelled by way of Tientsin and Hankow, and arrived at Kan-chow Fu on the 20th December. In passing through Kansuh he found the harvest good, and observed that the Mahomedan barbarians were living in peace.

February 16th.—(1) A Decree making the following appointments and changes:—Fu Ch'ing-yi (傅慶貽), to Financial Commissioner of An-hwei; T'an Chün-p'ei (譚鈞培), Judicial Commissioner of Hunan; Ling Chieh (靈杰), to be Judicial Commissioner in Shantung.

(2) Sang Ch'un-yung (桑春榮), President of the Board of Punishments, is allowed to retire on account of sickness.

(3) The Governor of Honan reports that he has received a petition from a number of notables from Chehkiang under the following circumstances: An old lady named Ching Yang, of the Shang-yü district in Chehkiang, upon hearing of the distress prevailing in Honan, directed her three sons, Ching Yuan-shan, Ching Yuan-jen, and Ching Yuan-yu, to get together the sum of Taels 40,000 in Shanghai, and after selecting some benevolent persons to accompany them, to proceed to the Ling-pao district in Honan and spend the money in relieving distress. Last Autumn, learning that their mother was ill, the sons wished to return home, but she wrote forbidding them to leave the place, saying that to save life was the more important duty. By selling her clothes and ornaments she was able to get together another thousand taels, which she sent to be used with the rest. In October last, she died; and the notables request that permission be obtained to erect an honorary portal to her memory, with an account of her good deeds cut into the stone.—The request is granted by Rescript.

(4) The Governor of Honan states that Shên Tun-lan, Taotai of Chinkiang, who has become entitled to a reward for his contribution to the Honan famine relief fund, has expressed a wish to receive a peacock's feather.—The application is referred to the Board.

(5) The Governor of Honan, referring to a suggestion made a year ago, that all distilleries in the province should be closed, states that owing to the high prices of grain the distillers had to give up business, and

that spirit-making ceased of itself without the intervention of the law. Now that last Autumn's crops have brought down the price of grain, these distilling establishments are being started again; and the Governor does not propose to interfere with the freedom of trade; but at the same time he will carry out the decision of the Board of Revenue that only the distilleries already existing shall be allowed to continue working, and that no new ones may for the future be started.

February 17th.—(1) The following appointments and changes are notified:—Wêng Tung-yô (翁同龢) to be President of the Board of Punishments; P'an Tsu-yin (潘祖蔭), Vice-President of the Censorate; Wang Wên-shao (王文韶) Vice-President of the Board of Revenue and President of the Three Treasuries; Ch'i Shih-ch'ang (祈世長), Vice-President of the Board of Ceremonies; Wang Hwa-t'ang (王化堂), Salt Commissioner of Chehkiang.

(2) The Governor of Honan suggests, now that there is no longer such urgent need of relief in his province, that all the money collected in the other provinces by the Honan relief agencies should be diverted to Shansi, where much distress still prevails.

(3) The Governor of Honan reports that last year he set all the able-bodied refugees to work on the embankment round the city. The repairs are now finished, but as it would be cruel to send these men about their business in the middle of the Winter, he proposes employing them in removing the sandhills which have accumulated against the North wall of the city to half the height of the wall itself. The aged, sick, and young will, as before, be taken care of in the relief establishments.

February 18th.—(1) The Governor of Kwei-chow reports the proceedings in a trial for the murder of a concubine. The accused, Shih, who kept a pawnshop, had a concubine named Wan, and a shop assistant named Ch'ên, and these two were so well acquainted that the woman did not retire when he was present. One day Shih had to attend a funeral, and left home for the day. The concubine Wan, taking a little girl aged ten with her, also left the house, under the pretext that she was going to see her relations. Instead of so doing, however, she retired with the shop assistant Ch'ên to a lonely spot in the hills, and there spent the day. They did not get home until Shih had returned, and Shih noticing that she looked uneasy, suspected that there was something wrong, and questioned her. She, however, persisted in maintaining her innocence, and refused to admit her guilt until the little girl disclosed all that had passed. It was then too late in the evening to send the shop assistant to the authorities, but Shih bound him hand and foot, and put him in charge of the watchman. During the night he managed to undo his bonds and make off while the watchman was asleep; and the concubine upon learning that her paramour was away, recanted her previous admissions, and again maintained her innocence. Getting exasperated, her master struck her, and upon her declaring that she would make away with herself, he forced some opium down her throat, from the effects of which she died next day.

The punishments meted out are:—One hundred blows to the pawn-broker and eighty blows to the watchman for his carelessness in allowing the adulterer to escape. Ch'ên, on being apprehended, will be dealt with according to law.

Official Papers.

MEMORANDUM.

Proposals for the better Regulation of Commercial Relations; being a Memorandum called for by the Tsung-li Yamén (Board of Foreign Affairs, China), and drawn up by the Inspector-General of Customs, Peking, January 23, 1876.

1.—Inspector-General's Despatch.

The Inspector-General of Customs to their Excellencies His Highness the Prince of Kung and the Ministers of the Tsung-li Yamén (Board of Foreign Affairs), Peking.

Inspectorate-General of Imperial

Maritime Customs, Peking,

January 23, 1876.

1.—The undersigned has the honour to acknowledge the receipt of the Yamén's despatch of October 6, 1875:—

[Despatch quoted in full.]

2.—The undersigned would observe that to attempt the better regulation of all matters connected with the taxation of the commodities which pass through the ports open to trade is in point of fact to essay the better regulation of commercial relations,—that commercial relations of necessity bring in their train questions concerning person and property requiring judicial decisions for their settlement,—and that the various arrangements which thus come to be called for commercially and judicially necessitate governmental or administrative action in various directions. In giving effect to the Yamén's instructions the undersigned has accordingly arranged his proposals under three general headings, viz., Commercial, Judicial, and Administrative, prefaced and supplemented by introductory and concluding remarks; and the plan adopted in the treatment of the subject has been to state the more salient features of existing arrangements with the complaints they have called forth from both native and foreigner, and then, guided by those complaints and their causes, submit such suggestions as are thought likely on the one hand to put a stop to the complaints that have hitherto existed, and seem calculated on the other to secure for both native and foreigner the rights, privileges, and advantages to which they are entitled respectively.

3.—As for commercial requirements—the principle running through past and present arrangements is one, which distinguishes between persons and not between things, and the natural result is a jealous and angry feeling on all sides; the commercial proposals now submitted make no distinction of persons, but are based on distinctions in things; they place both foreigner and native on the same footing and make it impossible for either to say that the other possesses an unfair advantage. As for judicial requirements, the principle running through the arrangements that have come down to us from the past is again found to be one which gives prominence to distinctions in persons and not in things, and no procedure is established for the joint action which ought to have place where both foreigners and natives are concerned; the judicial proposals now submitted not only provide for procedure but recommend a common code for mixed cases. As for the governmental or administrative action that the management of commercial relations and settlement of judicial business call for—the most striking feature of past and present arrangements has been that they appear to have provided for only one, instead of for both parties, and that they have been devised with so little reference to reciprocity, that to regard them with entire approval is an impossibility; the administrative suggestions now submitted give prominence to reciprocity and advocate the introduction of such arrangements as shall be fair to both parties, and satisfy all alike.

4.—The "Memorandum of Proposal" is now submitted, inclosed. If allowed to be given a trial to, its recommendations will be found to be of a nature that can be safely undertaken by the locality and be given full effect to by the Customs, and, at once securing what is useful and guarding against what is harmful, will be attended with no small benefit to general interests.

(Signed) ROBERT HART,
Inspector-General of I. M. Customs.

V.—Concluding.

§ 45. For the present the four sets of proposals that precede may suffice; but it still remains to supplement what has been said in explanation of the causes that warrant such proposals by some remarks respecting the advantage they appear to offer.

If it be merely desired to retain and give full effect to existing Treaties, what is mainly wanted is an authoritative declaration of the interpretation of a few debated clauses; on the commercial side the chief desideratum is a definitive statement of the meaning of drawback and transit stipulations, and, on the judicial, a clear understanding as to the occasions on which the native and foreign authority shall act conjointly, and the nature and limits of that conjoint action. What have been adverted to as administrative requirements would thus remain unprovided for.

But, when the question of a better regulation of the commercial side of foreign intercourse is fairly met, and means and ends carefully looked at from the standpoints of both parties, it is evident that, in point of fact, what both want is, after all, changes in, rather than confirmations of, present arrangements. The Treaties have forced foreigners into certain grooves, and have done even this in a way that has provoked native opposition; and while the matter of each stipulation has opened the door to abuse of Treaty privileges by one party and to interference with Treaty rights by the other, the principle that runs through the stipulations has itself been the strongest possible incentive to abuse by these and interference by those. Everywhere there is an escape from restrictions, and a means of shutting the door in the face of liberty of action. If it be desired that intercourse should become friendlier, development quicker, and commerce greater, it is change and not confirmation that is called for.

§ 46. The acceptance of any of the foregoing sets of proposals would remedy some existing evils; but it is for the first set that attention is especially invited.

If the first set of proposals should chance to be given a trial, their accruing advantages would speedily be recognized in the directions below indicated:—

Commercially.

(1) One and the same treatment is provided for foreigner and native: so that there need neither be abuse of privileges nor interference with rights.

(2) The eight or ten commodities, imports and exports, in which foreign trade is really—if not alone—interested, are not only relieved from uncertain and variable taxation, but are freed from all taxation, on payment of the one fixed charge at a Treaty port.

(3) The merchandise in which foreign trade is not interested and which circulates in China for Chinese domestic use, is freed from the application of the foreign Tariff at Treaty ports and is left to be dealt with by the territorial authorities according to local rules and requirements.

(4) As regards a third class of goods, viz., the articles of foreign origin which, though recognisable as foreign, are not staples and are for the most part only disposed of at the ports and not sent into the interior—articles which, though foreign, are not easily distinguishable from Chinese articles and yet are also not staples—and the articles which, being of native origin and bought for foreign export, are, like the scattered imports, neither certain nor abundant in the export trade—all these articles and commodities, of little importance to foreign trade, are left where they are now: that is, they remain exposed to the uncertain incidence of local taxation, but are, on the other hand, freed from the certain incidence of import or export duty at the Treaty ports.

(5) The local taxation of Chinese goods for Chinese domestic use and of the insignificant imports and exports referred to in the last paragraph, is not to be in any way connected with shipment or discharge at Treaty ports, so that vessels which take mixed freights will neither have to deal with two sets of Customs-houses nor be subjected to any special detention.

(6) Where the foreigner competes with the Chinese merchant in Chinese trade on Chinese ground, he will do so on the same footing and conditions as the native; where the native competes with the foreigner in foreign trade, he

will do so on the same footing and conditions as the foreigner.

(7) Vexatious espionage at the ports and transit troubles in the interior disappear.

(8) No interest is sacrificed to another: neither foreign staples to Chinese desire for revenue—nor Chinese taxation to isolated commercial ventures—nor the goods in which one Power is interested to those which concern some other; what is fair to each and good for all is secured and promoted.

(9) Foreigners will no longer be reproached for selling their names to Chinese—native hostility to foreign trade will disappear—officials will not longer be able to say that local revenue is destroyed by foreign trade—foreign trade itself will in every way be freed from burdens it has now to bear.

(10) Quinquennial revision will periodically effect timely changes, removing what is bad and adding what is good.

Judicially.

(11) With one code and one procedure for all cases in which both foreigners and natives are concerned, and with concomitant arrangements adequate to the protection of person and property, complaints will be stopped and much that is now offensive will disappear.

(12) Room is left for growth and expansion, and for improvement of both code and procedure. Quinquennial revision provides for proper adaptation to the requirements of the times.

Administratively.

(13) The very fact of consenting to consider the points set forth in the administrative suggestions will bring both native and foreigner into more friendly relations, and any action taken in the directions proposed will not only lessen the chances of further misunderstandings, but will set free agencies that are now under a ban and convert hostility and opposition into friendliness and co-operation.

(14) The steps suggested on the administrative side will do much to ensure the satisfactory working of both judicial and commercial proposals; on the one hand there will be less likelihood of interference with commercial interests, and on the other, greater certainty of compliance with all that is required judicially.

For these and other reasons, a common trial of the first set of proposals is to be strongly recommended.

§ 47.—On the foreign side the political world may object to surrender anything already obtained from China—the Christian public may hesitate to trust their Christian nationals in pagan China unless surrounded by the full blaze of exterritoriality—and the mercantile classes will ask what security is there that China will keep her engagements.

Here we are met by objections not without force or meaning; each one of them merits its due share of consideration. Let them be fully thought out and let allowance be made for the utmost value of all they suggest; but, that done, let what now exists and what is proposed for adoption be put side by side and judged of by the light of the following considerations:—

(1) That the present situation is approved of by neither party.

(2) That mutually advantageous alterations can only be obtained by mutual concessions.

(3) That what is proposed is not necessarily more than a five years' experiment, subject to revision and approval, and, if needs be, to withdrawal.

(4) That such proposals, if presumably likely to yield results that will be so many gains, commercially, judicially and administratively, ought to be allowed a fair trial.

(5) That the proposals, instead of stunting, nourish growth—instead of forcing into grooves, clear the ground for enterprise—instead of perpetuating distinctions that alike tempt native and foreigner, class all individuals together and make interests identical and not antagonistic.

(6) Politically, is it not an error to keep alive the cause of administrative difficulty? Judicially, is it not a fact that although the Court may be pagan, it will have to proceed publicly and according to new laws, while individuals concerned are so few that such special arrangements can never be the cause of national inconvenience; and does not everyday experience show that China treats the subjects of other States, not removed from Chinese jurisdiction, with extraordinary gentleness? And as for distrust of China's willingness to act up to her engagements, if good

faith be not taken for granted, meaning thereby the desire and the ability to keep one's engagements, what is the use of any such thing as negotiation?

Comparing the existing and the proposed arrangements, with all these considerations before the mind, it is evident that there is much more to be said in favour of a departure from, than in favour of, a confirmation of existing arrangements.

§ 48.—On the Chinese side, whatever other difficulties may crop up for those who have to take action, it is not unlikely that one difficulty in the way of the acceptance of these proposals will be the desire of critics to take and not give. When Treaties were first entered into it was all giving and no getting on the part of China, and now the rebound may be felt, and there may be a desire to get and not give. Perhaps the advantages of what is conceded to China will be so undervalued, or the advantages of what is proposed to be conceded to the foreigner will be so magnified, or the desire to give as little as possible will be to such an extent uppermost, that thereby the proposals may come to naught. To this, all that one can say in advance is, that, while the order to make proposals means that it is intended to take action, critics must remember that those who would take must also be willing to give; mutual concession for mutual advantage is not only essential, but fair and reasonable, and, moreover, even one's own property—if it is once pawned—can only be redeemed by a payment. Objectors should consider these things, and those who have to take action may rest assured that, should the proposals be adopted, China's gain will not be less than the foreigner's.

§ 49.—As will have been seen, there are three sets of proposals, and in each set there are four alternative sets. The natural order and logical sequence would, perhaps, be administrative, judicial, commercial, but it has been thought better to adopt the reverse order—commercial, judicial, administrative; and the object with which this has been done is that what there may be of great obstacles to the acceptance of the judicial proposals, or of greater obstacles to the acceptance of the administrative, should not stand in the way of a full consideration of the commercial as preceding the judicial, or in the way of the judicial as preceding the administrative. The judicial proposals are of easier acceptance than the administrative; the commercial, again, are probably of easier acceptance than the judicial. Under each of the three headings any alternative set of proposals is complete in itself, and may be accepted while all the rest are rejected; or, any one of the alternative sets under one heading may be adopted and combined with any one of the alternative sets under either of the other two headings. Again, each proposal, although sufficiently detailed to be intelligible, is possibly susceptible of improvement, and would in any case necessarily require further consideration and elaboration before being made law, to say nothing of the supplementary regulations it would require to have drawn up for its proper working.

§ 50.—In conclusion, the hope may be expressed that the commercial proposals will help to place commercial dealings on a better footing, and remove much ground for complaint, that the judicial proposals will introduce improvements in judicial business, and do away with the cry that justice is withheld; and that the administrative suggestions, first of all assisting to secure and consolidate commercial and judicial advantages, will in the end improve the tone of general intercourse, and remove the chief obstacle, political opposition, from the pathway of future relations. But it must not be supposed that these proposals will be a panacea for all ills, or a philosopher's stone to turn all they touch into gold. Even supposing that they are put in operation, and that they induce forgetfulness of past grievances and certain anticipation of future benefits, even then they will not make foolish officials act wisely; nor will they make underpaid officials respect regulations when gain is to be got; nor will they make turbulent people quiet; nor will they enable fortunes to be made other than in accordance with the circumstances that condition trade. If fairly acted upon, it is confidently believed that they will be followed by results more or less beneficial to both China and not-China; but time alone will show in how far and in what directions

this belief is well or ill-founded. If failing to effect what is looked for—and, indeed, even if failing to be adopted—they will, at all events, serve to introduce questions that demand settlement, and explain some of the conditions and difficulties that must be grappled with if a solution is to be arrived at. That it is not an easy task to draw up such proposals must be apparent to any one who re-reads the conditions imposed by the Yamen's instructions, as quoted in the first paragraph.

(Signed) ROBERT HART,
Inspector-General of Imperial Maritime Customs.
Peking, 23rd January, 1876.

Public Meetings.

MUNICIPAL COUNCIL.

At the meeting of the old and new Councils held at the Council Room, 17, Kiangse Road, Shanghai, on Monday, the 17th March, 1879, at 9.30 o'clock a.m.

Present:—Messrs. R. W. Little (chairman), R. H. Artindale, J. S. Fearon, W. Howie, P. G. Hübbe, J. Bell-Irving, E. A. Sassoon, J. Welch, E. Vouillemont, and the Secretary; also the following members of the old Council:—Messrs. J. Hart, E. H. Lavers, E. G. Low, and R. Mackenzie.

The Minutes of the last Meeting are read, confirmed, signed by the Chairman, and passed for publication.

The Chairman of the outgoing Council directed the attention of the new Council to the outstanding Municipal business, the only important matter being the completion of the Hongkew Police Station, the cost of which in round numbers would probably be about Tls. 8,600, to be raised, if necessary, by debentures as authorised at the Rate-payers' Meeting.

Vote of thanks to Mr. Hart.—Mr. E. H. Lavers said that as the duties of the retiring Council were now over, he begged to propose a cordial vote of thanks to Mr. Hart for having presided over their deliberations during the past year.—Mr. E. G. Low seconded the motion, and Mr. Hart, whilst thanking the members of the Council for the compliment paid him, begged to say that had it not been for the harmony which has always existed amongst them during their term of office, the various measures brought forward could not have been so easily carried out.

Inspection of Police Force, &c.—The two Councils then proceeded to the courtyard of the Central Station, where the Police Force was inspected, the Cells and Armoury visited, and everything found in order. Mr. Hart thanked Mr. Penfold and the Inspectors for the good order preserved in the Settlement during the year.

The New Council then returned to the Board Room and proceeded to elect as:—

Chairman—Mr. R. W. Little.

Vice-Chairman—Mr. Wm. Howie.

Defence Committee—Messrs. Howie, Little and Fearon.

Finance Committee—Messrs. Hübbe, Vouillemont and Sassoon.

Watch Committee—Messrs. Little, Fearon and Welch.

Works Committee—Messrs. Bell-Irving, Howie and Artindale.

Cash Statement, for the week ending 15th instant, was submitted, and cheques for sundry accounts signed.

Dues of Merchandize—Report for January submitted, showing a falling off of Tls. 1,071 as compared with same month last year.

Volunteer Uniforms—Tenders for supplying the proposed uniform submitted, together with muster suits.

The following correspondence read:—

Shanghai, 18th March, 1879.

GENTLEMEN,—I am directed to remind you that the Council will be glad to know when officers are appointed by the amalgamated No. 1 Co. and Mili-ho-loong, and what is the

strength of the Company, as until they are in possession of this information, no steps can be taken towards supplying the Volunteers with the new uniform, the providing of which for the whole Corps was sanctioned by the Rate-payers at their annual meeting on the 10th instant.

As you will no doubt recollect, Messrs. Sayle & Co. offered to supply the uniform, which the combined Company had decided to accept, at a cost of \$15 per suit, provided they were employed to make for the whole Corps, but since then Messrs. Hall & Holtz have offered to supply a similar uniform at a much lower price. The Council, therefore, think the better plan will be to advertise for tenders to supply a certain number of uniforms according to pattern—the lowest tender to be accepted.

The Council venture to suggest that a Committee, consisting of officers of both companies, should be appointed to select a standard uniform, to be deposited with them, and that they should be informed as soon as possible how many suits, &c., are required.

I may mention that at present the Council have pattern uniforms, sent them by Messrs. Sayle & Co. and Messrs. Hall and Holtz, which they will be glad to submit to the Committee of officers.

I am, Gentlemen,

Your obedient servant,

R. F. THORBURN,
Secretary.

E. W. RICE, Esq.,
ALEX. SIM, Esq.,
F. A. GROOM, Esq.,

Committee of No. 1 Co., Mili-Ho-Loong,
Shanghai Volunteer Corps.

Shanghai, 22nd March, 1879.

SIR,—We have the pleasure to own receipt of your favour of 18th inst., and in reply have to state that a Meeting of the amalgamated No. 1 and M. H. L. Company is called for Monday, 24th inst., when Officers will be elected. There are 59 members on the roll, and we expect that this number will be considerably increased when the Company is regularly constituted.

With regard to the contract for uniforms, we understood that Messrs. Sayle & Co.'s tender was positively accepted by the late Council, after approval both by the Officers of No. 2 Company and ourselves. Designs for Helmet Mountings, Buttons, &c. were sent to England through Messrs. Sayle & Company, subject to the latter being cancelled by Telegram, if the grant was not passed.

We think, therefore, it would be very unadvisable to lose further time in advertising for tenders, and appointing a fresh Committee. This would undo all the work which has been done in the last two or three months, and we do not think a lower tender is likely to be got for uniforms of equal quality to those arranged for through Messrs. Sayle & Company.

We are, Sir,

Your obedient servants,

E. W. RICE,
ALEX. SIM,

FRANCIS A. GROOM,
Committee of No. 1 Co. S.V.C.,
Mili-Ho-Loong Rifles.

R. F. THORBURN, Esq.,
Secretary, Municipal Council.

Commanding Officer S.V.C.—The following correspondence with J. Hart, Esq., submitted:—

Shanghai, 17th March, 1879.

SIR,—I have much pleasure in informing you that at the Meeting of the Council held this morning, it was unanimously decided that I should ask you to re-assume the appointment of Commanding Officer of the Shanghai Volunteer Corps, which you have recently resigned, and at the same time the members wish me to say that they will feel much gratified by your undertaking the duties connected with the appointment during their term of office.

I am, Sir,

Your obedient servant,

R. W. LITTLE,
Chairman.

J. HART, Esq.

Shanghai, 21st March, 1879.

SIR,—I have to acknowledge your letter of 17th instant, informing me that the Council had unanimously decided that you should ask

me to re-assume the appointment of Commanding Officer of the Shanghai Volunteer Corps, which I had recently resigned.

I must beg of you to convey to the Council my best thanks for their consideration in offering me this position, which, however, I regret I must decline.

Perhaps you will allow me to point out that heretofore the members of the Corps have had the privilege of selecting their own Commanding Officer, subject of course to the confirmation of the Council, the Chairman of which is ex officio Honorary Colonel.

I have the honour to be, Sir,
Your obedient servant,
J. HART.

To
ROBERT W. LITTLE, Esq.,
Chairman, Municipal Council.

Amusements.

NO. 2 COMPANY, S.V.C., RIFLE COMPETITION.

The zeal and interest which has so long characterised No. 2 Company of the S.V.C. seems to be well sustained, as was evinced in another competition at the Butts on Saturday, when Captain Harvey presented a silver cup to be shot for on handicap terms. The Company, we understand, now numbers over eighty members, about half of whom entered for the Captain's trophy. The shooting took place at 6.30 a.m., 3 p.m., and 5 p.m., and on each occasion there was good light and little wind, but, notwithstanding, the "crack shots" did not make high scores, while a "dark" member of the corps, who has competed in the monthly competitions without being placed, and failed to pass in his class-firing, astonished his comrades with a score of fifty out of a possible seventy, and to be added to this was his handicap allowance of seventeen points, giving him a total of sixty-seven. An analysis of the score will show that only Private Bowman beat him in the legitimate firing, and that not a few of the recruits, without their handicap points, are ahead of the best shots.

The conditions were seven shots at 200 and 500 yards, the same as in the monthly competitions. There were thirty-eight entrants, and subjoined are the best scores:—

	200 yds.	Total.	500 yds.	Total.	Grand Total.
Priv. Sellars.....	3442352	23	5524542	27	17 67
" Roberts.....	2223332	17	2453443	25	17 59
" O'Rourke.....	5632242	23	6002323	15	17 55
" Bowman.....	5132332	22	5524545	30	2 54
" Ambrose.....	2232423	18	0330521	17	17 52
" Moutrie, F.....	4335425	26	0424533	18	7 51
" Johnston.....	3432334	22	4355342	26	.. 48
" Tolliday.....	2233334	20	3330000	9	17 46
" Lanning.....	3332254	22	2344142	19	5 46
" Bailey.....	4232333	19	0224304	15	12 46
" Gridale.....	5443534	28	0034023	12	5 45
" Rowland.....	2233324	18	4123314	14	12 44
" Moutrie, S.....	4234233	20	3524052	21	3 44
" Harris.....	0203333	14	2402320	13	17 41
" Thirby.....	2134332	21	2234322	18	2 41
" Pardon.....	4542542	26	5001302	10	3 39
" Grayson.....	2333324	20	0000000	0	17 37
" Gray.....	2520402	15	0001023	5	17 37
" Molloy.....	0222202	10	0003143	10	17 37
Sergt. Tucker.....	3322333	18	0453203	17	.. 35
Priv. Stanford.....	0322322	14	2203052	14	7 35
" Gould.....	2232332	17	0000000	0	17 34
Sergt. Brown.....	3222222	16	5020423	15	3 34
Priv. Groat.....	2222220	14	0042000	6	12 32
" Hutchinson.....	2020202	8	0000072	2	17 27
" McFarlane.....	2222002	10	0000000	0	17 27

Correspondence.

POST-OFFICE IN CHINA.

To the Editor of the
NORTH-CHINA HERALD.

DEAR SIR,—In an unofficial newspaper, entitled *L'Europe Diplomatique*, published at Paris under the direction of three enterprising individuals who rejoice in the

names of Jules Hansen, Emile Gasmann, and Louis Boll, and who are evidently of Teutonic origin, there have appeared the two following paragraphs relative to the participation of China in the Postal Union arrangements now in vigour amongst the other Powers of the world:—

In the No. 52, of 27th December, 1878, it is stated:—

"The Chinese Embassy at Paris has notified to the Swiss Federal Council, the entry of China into the International Postal Union of Berne. Information of this adhesion will be given to the different States of the Union."

In the No. 2, of 10th January, 1879, it is stated:—

"The Legation of China at Paris has announced to the Swiss Federal Council, the entry of its Government into the International Postal Union, and the other States of the Union shall be informed of this adhesion."

How far the above paragraphs have any claim to be considered as authentic official publication of a diplomatic transaction it is not the object of the present letter to determine, but there is such an air of improbability about this repeated announcement, that it may not be inopportune to offer some observations on the subject, lest any premature conclusion be drawn therefrom and public opinion be misled on a matter which concerns more or less every foreigner in China.

If a notification had appeared in the *Peking Gazette* to the effect that the Emperor of China, through one of his Ministers Plenipotentiary in Europe, or through his Secretary of State for Foreign Affairs, or through the Superintendents of Trade for the whole of the ports of China opened to foreign trade, had signed the Treaty of Berne, concluded on the 9th October, 1874, between the several States therein mentioned, there could be no doubt that the connexion of China with the International Postal Union had become a *fait accompli*.

Such an announcement, however, would occasion more surprise than the pseudo authoritative notice of the fact given in the columns of the *Europe Diplomatique*, for it would imply that China had practised a gross deception on the cosignatories of the Berne Treaty, by undertaking to perform that for which she has made no adequate preparations, and the execution of which would involve her in difficulties with the Treaty Powers, and meet with internal obstacles that she does not appear either able or willing to surmount. A Convention to undertake the safe and speedy conveyance of letters through a State's territory, presupposes the establishment of a regular Postal service and system, on a par with those which exist in other countries with which such Convention is made; and with the exception of the private native Postal services, and the Board of War courier service for carrying official despatches and others which they allow to be despatched through the same as a favor to the senders, and the private Customs' arrangement for carrying mails, that has become the laughing-stock of every one in the North of China, except of its foster parents, for its miserable failure this past Winter—there is nothing worthy of the name of a Postal Service in China that could justify the Chinese Government in accepting the obligations of receiving and carrying mails such as the Berne Treaty stipulates for.

It is apparently a very doubtful matter whether China could consent to the Berne Treaty unless by a thorough change of her whole administration and form and policy of Government; for the establishment of a really efficient Post-office system between its entire territory and the rest of the world would necessitate the most ample concession both as to international principles of jurisprudence and to her practical relations with other nations.

By the first article of the Berne Treaty, it is stipulated that all the countries between which it has been concluded shall form "a sole Postal territory"—"*un seul territoire Postal*." How far the Manchu dynasty that rules China will feel themselves flattered or otherwise by being included in a Confederation that will do more than perhaps anything else to break down their exclusiveness and contempt for foreigners, is a sufficiently important question to be taken into consideration when the probability of their submitting to a Convention which thus strikes at their political isolation is discussed.

Article 10 provides that the liberty of transit is guaranteed throughout the entire territory of the Union:—"La liberté du transit est garantie dans la territoire entier de l'Union." In the same article it is also provided, "as a consequence" of the above, that the administration is bound to send all mails by the most rapid means that it possesses; so that China would have no more voice in the matter beyond submitting to the mails being forcibly carried at the pressing Government speed of three hundred *li* (or 100 miles) a day. How would the Chinese Government like that? especially as it would be bound by treaty with all the powers to keep it going.

By Article 15:—"The whole of the Postal services of the Union States are to be placed under 'la haute surveillance' of a central administration in Europe (Switzerland), to the support of which each State must subscribe the sum of money required for same."

Article 17, which makes provision for the entry of Asiatic States, requires that their adhesion to the Union "must be preceded by an understanding between the administrations which have Postal Conventions or direct relations with them."

Has this understanding between China and all the Postal Union States been arrived at?

It would be highly instructive to see the proofs of such "entente cordiale."

Most probably, the announcements in *L'Europe Diplomatique* are feelers and "pour parler" to see how far the Chinese Government would stand coming down to an equality with other nations. Who it is that manipulates the European Press in this sense belongs to the region of mystery to disclose. The Sphinx one day may vouchsafe to enlighten enquirers. One thing seems certain, that the old maxim, "If it is not true, talk it true," has evidently not been forgotten by the clever men who are trying to make Europe believe that China is ready to do its duty as a member of the civilised world.

This process was once tried by the late Mr. Burlingame, but it is within every one's memory how quietly all the bombast and specious bespattering of China with a flimsy coat of humanitarian enthusiasm was blown to the winds by the resolute disavowal at Peking of any such feeble tendencies. Perhaps the Paris flourish of trumpets, or post horns, may be another stratagem that has issued from the fertile brains of the archmonger of schemes to make China appear differently from what she really is.

The old Roman axiom, "Si desint vires laudanda tamen voluntas" may be suggested as a palliative to what might otherwise be termed an effrontery and a vain attempt to do something creditable for China against China's real wishes.

At all events, time will show; for in the 6th clause of Article 17 of the Berne Treaty—"The definite adhesion shall be constituted by a diplomatic act between the Government of the acting administration and the administration admitted into the Union." When that diplomatic document shall have been published in the *Peking Gazette*, as well as in the *Berne Moniteur*, it will be time enough to believe that China has so far descended from her haughty fiction of superiority over other nations

as to allow them to have a voice in her Postal affairs.

Meanwhile, some instruction about how China views the question of Post-offices may be gathered from what has taken place in the North of China during last Winter. Every one knows that our well-meaning Commissioner of Customs inaugurated a Postal service between this and Shanghai, and that it was a thorough fiasco.

Not that the Customs omitted anything in its power to ensure success, but simply because the Chinese Government, whom one would think could have supported the scheme of their favorite employes for the increase of the revenue and for the exaltation of the Chinese character before other nations, simply officially ignored the whole affair. In vain did the Customs equip their Postal couriers in brand new uniforms, with a badge on their coats bearing inscriptions in English, "Custom-house Post," and in Chinese also. Proudly did the said couriers flaunt their white flags with Chinese characters inscribed, denoting their importance. As soon as the couriers reached Tsi-nan-fu, the capital of Shantung, which is to the south of this province of Chihli, and on the road to Shanghai, when, presto! His Excellency Wen Ke, the Governor of Shantung, arrested the Customs Postal couriers, took possession of the mails, and it is reported that he even threatened to burn them!!! The mails, of course, not the unfortunate couriers—and a pretty mess our amiable Commissioner would have found himself in had the irate Manchu who presides over Shantung carried out his threat of destroying the surreptitiously carried mails through his territory. If they had been destroyed, and any documents of value had been lost in consequence, the Commissioner of Customs would have become personally responsible for such loss, and amenable to prosecution before his Consul, had the sender of the non-delivered letters felt inclined to bring a case against him. Luckily, things never came to such a pass, but it is a moral lesson for the future. It appears that a proper benevolent feeling does not exist between the Governor of Shantung and his neighbour the Governor-General of Chihli, and that the former took the not unusual method (amongst Chinese officials) of manifesting his affection for Li Hung-chang by thwarting the journey of couriers that supposedly originated from his jurisdiction. His Excellency Wen Ke, however, missed his shot, for Li Hung-chang had no official connexion with the Customs Post. He is far too intelligent to commit his position by such indiscretion, and whatever private recognition he may have given to the Customs scheme, it was so shaped that it could always be disavowed when it came to a pinch; and thus it came to pass, for when reclamations were made to recover the mails from the clutches of His Excellency Wen Ke, no one of the Chinese officials here had ever officially heard that such a thing as a Customs Post existed, and of course could not interfere in such a delicate matter. How the Governor of Shantung was induced to relax his hold on the intercepted mails, may be told some of these days. At present, "rest and be thankful" is the most that need be said about the whole transaction. It seems that through this curious episode of Postal existence a most amiable esteem has been engendered in the heart of the Governor of Shantung for the Foreign Customs, and as H.E. Wen Ke is a rising and influential statesman, and a special protégé of the Imperial Clan, he may likely one day remember with gratitude his recent "démêlé" with the Customs owing to their venturing to send couriers through his dominions without previously asking his leave.

A pretty lesson, is it not, of how a Postal service is to work in China to the satisfaction of the International Postal Union, when the squabbles and dislikes of the

Governors of two adjacent provinces of the Empire may throw the whole thing out of joint, as was done last Winter.

There might be something added here on the subject of the Shanghai Municipal Council trusting their Post-office letters to Customs officials. To say the least of it, there is not much wisdom in the action of those who have risked valuable official and commercial correspondence by committing it to irresponsible persons. Report says that one very important document destined for a foreign official at Peking, was detained in the Customs Post-office at Tientsin for over a fortnight. Of course it was an oversight, but those sort of oversights should not occur.

A rumour reaches this from Chefoo, that some letters which had been undoubtedly traced to the Customs Post have not been delivered, and that the answer to enquiries has been that somehow they have disappeared!!! There must be great negligence somewhere in the Customs Post-office when such irregularities can occur. The sooner they are relieved of the responsibility of conveying and distributing mails, the better for all concerned.

Of course everyone sympathises with our enterprising Commissioner for his endeavours to civilise China by a dose of progress, and for having met with such a cold shoulder from his "friends," while trying to doctor them up to a fit state of political health. He deserves a better fate.

There may be something to add another time about the Treaty Powers who have Post-offices in Shanghai. What will be done with these establishments when China enters the Postal Union?

Yours truly,

MEMENTO.

Tientsin, 18th March.

Miscellaneous.

LOSS OF THE STEAMER "YESSO."

(Daily Press.)

We regret to have to record the total loss of Messrs. Douglas Lapraik & Co.'s steamer *Yesso*, on the 17th inst., on the White Rocks, about thirty miles E.N.E. of Swatow. The *Yesso*, Captain S. Ashton, left Hongkong on the 14th inst., for the Coast Ports, having on board Mr. and Mrs. W. E. H. Dunn and Mr. Shear for Swatow, Mr. Sheppard for Foochow, and a number of Chinese. She arrived at Swatow early on the following Sunday morning and left that port at six o'clock on Monday evening, having then a number of Chinese passengers, \$100,000 in treasure, 200 chests of opium, 1,000 pigs of lead, a local mail, some cotton, and general cargo. The night was very dark and stormy, with heavy rain, accompanied by thunder and lightning. At a quarter past eleven o'clock, when the tide was at flood, it being the third mate's watch and the captain on deck, the vessel suddenly struck upon the White Rocks, where she remained for one hour without making any water whatever. When the vessel struck the Swatow men all went down in the fore-castle, and it was with some difficulty that they were driven on deck. The order was then given to man the boats, which were lowered ready to take in those on board. After being on the rock for about an hour the steamer commenced to fill rapidly, and eventually her stern sank in six fathoms of water. The first boat, under command of the third officer (Mr. F. Tickell), was loaded with about fifteen Chinese passengers, and made fast to the vessel. Mr. Passmore, the second officer, took charge of the second boat, with two Malay quartermasters and four Swatow men, part of the crew. The passengers made a rush into this boat and greatly overcrowded it, and when it pushed off from the wreck it contained over thirty of them.

The other two boats, under the charge respectively of Mr. Hunter, the chief officer, and the Malay boatswain, took the greater part of the remaining passengers. At daylight three of the boats were found to have broken from the wreck. The steamer was at this time breaking up rapidly, the decks falling in, the bulwarks tumbling inboard, and her forefoot fast on the rock. The passengers and officers who had remained on the vessel had to take refuge on the paddle boxes and "gallows-frames." It was then decided to land those on the wreck in the remaining boat on the rocks. The landing was commenced under the direction of Messrs. Hunter and MacIntyre, assisted by Mr. Sheppard. After nearly all the passengers had been safely landed on the rocks, the boat's crew refused any further duty, notwithstanding the threats and appeals from those in charge, and would not return to the wreck to fetch Captain Ashton, the second and third engineers, and the rest of the passengers. In consequence of this conduct, those left on the steamer had to scramble about from one elevation to another to escape the high sea and constantly rising water. The sea in the meantime washed away the paddle boxes. After remaining some three hours in this precarious position, a fishing boat came by and rescued the deserted ones from the paddle wheels, to which they were clinging. During the morning a Chinese boy, about seven years of age, was washed off the rocks by the heavy sea beating against them. At 3 o'clock in the afternoon all were landed. About half-an-hour later Captain Kidley, of the O. and O. steamer *Gaelic*, which vessel was on her passage from Yokohama to Hongkong with the American mail, had his attention drawn to the funnels of the half-sunken *Yesso*. He ordered the *Gaelic* to be brought to, and took on board Mr. Sheppard, Captain Ashton, chief officer Hunter, and Messrs. MacIntyre, Reeves, and Canning, the engineers, and seventy Chinese from the rocks.

The crew of the boat under the command of Mr. Passmore, were, on breaking away, unable, through the crowded condition of the boat, to use the oars in time to enable them to keep by the ship. Mr. Passmore seeing that, owing to the heavy sea, they would be unable to keep near the wreck, set a lug sail, and ran before the wind and sea for Swatow. A short time after setting the sail, it blew away, and the boat half filled with water. Most of the passengers, who were filled with dismay, gave themselves up to despair, but some few, with more spirit and good sense, set to work to bale out the water. A blanket belonging to one of the passengers was then rigged up as a sail, and they continued on their course, at daylight sighting Cape of Good Hope. When off the Cape, the crew flatly refused to proceed any further, and insisted upon landing at the Cape. Mr. Passmore entreated them to continue pulling, but they still persisted in their refusal. The Malay quartermasters joined in begging the crew to go on, and strongly supported their superior officer. Mr. Passmore, still finding the men obdurate, then presented a revolver at them, threatening to fire, but it was not until he had fired it over their heads that they gave in and obeyed his orders. By dint of sailing and pulling they arrived at Double Island early in the morning. Mr. Williams and a number of people came down to the boat, and carried up all its occupants, who were perfectly numbed with cold, to Mr. Williams's residence, where they were most kindly treated. Mr. Passmore lost no time in going in the pilots' boat up the river to Swatow, where he reported the disaster to the Agents of the *Yesso*. Messrs. Douglas Lapraik & Co.'s steamer *Hailong* which was in port at the time, was directed by Mr. Pitman to proceed, with Mr. Passmore on board, to the scene of the wreck.

At five o'clock p.m. the *Railoong* hove in sight of the *Gaelic*, then lying a short distance off the wreck, and on communicating with that vessel found that she had on board Captain Ashton and a portion of the crew and passengers of the *Yesso*. When the *Gaelic* left the wreck nothing could be seen of it but the foremast, beam frames, and funnels.

Throughout the period of danger, from the striking of the vessel to the landing of the last of the passengers, Captain Ashton maintained the utmost coolness and self-possession, as did the whole of the officers of the *Yesso*. Great credit is also due to Mr. Sheppard for the valuable assistance he lent during the landing of the passengers on the rocks.

None of the cargo has been saved, and the passengers, officers, and crew have lost all their personal effects. The *Yesso* was insured in local offices. She was a British paddle-steamer, of 559 tons register, built in New York. She had been employed on the China coast since 1864. She was originally owned by Messrs. Dent & Co., and in 1866 was purchased by Messrs. Douglas Lapraik & Co. for their coast trade. In the year 1874 the vessel underwent some extensive repairs involving an outlay of \$60,000. On the 22nd November, 1877, an explosion of one of the boilers occurred, whilst she was lying alongside the wharf at Hongkong, and a great number of Chinese and one European were killed. She then again underwent extensive repairs, and resumed running at the commencement of last year. When the *Yesso* first came to Hongkong the name *Jesus* was placed on her in Chinese, and she ran under that name until Mr. F. Stewart noticed and pointed out the circumstance to the owner, who promptly changed it to the name she has since borne.

The *China Mail* learns that the two missing boats safely reached Swatow.

THE FENGSHUI-ITES AGAIN TRIUMPHANT.

(*Foochow Herald*.)

The fengshui-ite faction seem determined to lose no opportunity of displaying their rancorous hatred and utter contempt of British authority. The latest snubbing administered to the representative of Her Majesty at this port is worth recording. It is quite in keeping with the disreputable policy of the provincial officials in all matters affecting British rights and interests at this port; and it affords a clear insight to what must be characterised as a deliberately formed plan of resistance to any diplomatic settlement of the outrage of 30th August last.

The facts to which we desire to call public attention are briefly these—Her Majesty's Government having, through Mr. Consul Sinclair, requested a further inspection of the land at Wu-shih-shan, which it is affirmed was encroached upon by the English Church Missionary Society, a meeting between H.M.'s Consul and the Chinese authorities was arranged to take place on the 13th inst. It was of course imperative that the Directors of the Tao Shan-kwan should be present on this occasion, and they were, we are informed, communicated with accordingly, and, in short, commanded (!) by their own authorities to attend. H.M.'s Consul, accompanied by an interpreter, was punctual in attendance at the appointed time and place, and a few mandarins were also present; but the Directors failed to put in an appearance; so of course the entire business fell through, as was doubtless intended from the first, and the fengshui-ites, after keeping the representative of British might and majesty on the ground for about an hour and a half, went on their way rejoicing over the triumphant issue of their discreditable tactics. We

further understand that, with the exception of the Haikwan, none of the Mandarins, not even the well-known ex-"legal adviser," who were present on 30th August last, appeared to-day.

Now, we can vouch for the accuracy of the foregoing statements, and would simply ask any man of ordinary intelligence whether in face of these facts, as well as in view of previous acts of a similar character, there is any present likelihood of a satisfactory settlement of this Wu-shih-shan business being arrived at? The question of reparation is, it must be clearly understood, a matter between the two Governments. For six months past, the outrage of 30th August has been almost incessantly discussed; and certain demands have been made by the British authorities, but nearly all of these demands have been systematically rejected; while now a direct, and we are forced to believe, premeditated insult is levelled at the British representative. There was a time in the history of British intercourse with China when such things would not be tolerated. But now, alas! we have fallen upon evil days; and the so-called literati of the Middle Kingdom are free first to plot against and destroy the property of Her Majesty's subjects, and next to invoke English law in justification of their misdeeds! We unhesitatingly affirm that, whatever may be the result of the trial now pending, full reparation should be made to the sufferers by the outrage of 30th August last, and full punishment inflicted on the cowardly instigators of that unprovoked breach of the peace. Until these obviously just demands are complied with, there will not, it is very clear, be any security for the persons or property of Her Majesty's subjects at this port.

SOME ACCOUNT OF WENCHOW, THE NEWLY-OPENED PORT IN CHINA.

BY W. WYKEHAM MYERS, M.B.

By particular request, we copy the following extract from the above-named paper, from the *Japan Weekly Mail*—

Commercial.—It is with no little diffidence that I commence this portion of my paper, as neither my profession, nor experience, prior to settling here, is of a nature to have brought me much in contact with matters mercantile; still it is never too late to learn, and if leisure and the enjoyment of reference to the best and highest sources of information can help me. I have certainly had both. I will therefore only add that if wrong in my deductions, I am at least sure of the authenticity of my facts, and I would fain hope that supposing the former consequence of my inexperience be apparent, that I shall at least have placed my readers in possession of such undeniable premises as to render it no difficult task to draw accurate conclusions.

From its position Wenchow would at present seem to owe its anticipated importance as a seat of trade to the fact of its being the natural outlet for most of the teas now sold at Foochow. As a market for imports it has free connection not only with a large tract of country in the neighbourhood, but also with many districts which would no doubt choose this port as a source of supply in preference to Foochow and Ningpo.

During the first four months after the opening of the port, a vigorous import trade in piece goods and opium sprang into existence, steadily increasing and promising to prove remunerative; by the end of this time the Wenchow imports had reached a considerable distance into the interior, orders were coming down from many Chinese merchants at various inland places, and the following city and towns, previously supplied by Ningpo, namely, Tai-chow, Poo-ching, 250 miles away, and Pei-ling, 100 miles off, were already transferring their purchases to the Wenchow market. Thus it will be seen things began to look bright; and it almost seemed as though the hopes and prophecies of past years were making steady progress towards realization.

It would appear that up to the time of Wenchow being opened, *lekin* was unknown, the imports arriving in native craft being in

this respect untaxed. On the contrary, it was given out on the institution of the new levy, that it was a consequence of foreign advent, due solely to the presence of foreigners and might cease if they were induced or constrained to withdraw.

At any rate, the absence of this tax was one of the happy concomitants cheering the prospects of the first four months; true, we heard rumours of what was coming, yet the strength of our wishes created, and the extent of our success fostered, hopes that, perhaps, after all, the Chefoo Convention was to be carried out in a spirit of generosity, and that one of its chief concessions to foreigners would be nurtured, at least in its infancy, by an absence of all those controllable influences likely to impede or retard its prosperity. These pleasant visions, however, were in the early part of August, 1877, fated to be abruptly dispelled, for at this time a *lekin* establishment, as unparalleled in the exorbitance of its demands, as it seemed disregardful of all previous treaties, swooped down with scorching blight, and trade immediately collapsed.

Orders sent from the interior and those forwarded from this to Shanghai, were cancelled, the steamer that had been running regularly was at once withdrawn, accounts were closed, and Wenchow, speedily deprived of its trading visitors, resumed the quiet and apathy peculiar to the ecclesiastical city it is.

Opened too late in the season to divert the earlier teas here, all hopes of later crops being attracted (supposing there had been foreign vessels to ship them in) were utterly destroyed by the refusal of the authorities to fix even a definite rate of *lekin*, their replies always being that tea must pay whatever was demanded at the various barriers through which it might pass. One unhappy lot that tried the experiment was taxed at the rate of Tls. 3 per picul. Long afterwards, when the season was over, the officials were induced to fix the rate at Tl. 1 per picul; but this, in common with other reductions, as will be seen further on, came too late to neutralise, or even modify, the disastrous effects of prior occurrences. Wenchow had now to make a new start and outlive the baneful consequences of the terror and evil repute which had been inspired. To make things worse, the *lekin* officials, finding no opportunity for fresh imposition of tax, drew up a calculation based on the known amount of goods imported during the past four months, distributed the total as they thought proper amongst the shops of the place, and commenced to levy what they called "back-*lekin*," accompanying their demands by threats of various kinds. The head official appointed by the Governor of Chekiang, and over whom the then Taotai professed to have no jurisdiction, came in great state, setting up his office at the head of the chief jetty, next door to the Customs, the treaty provisions for the existence and governance of which he asserted were those authorising and regulating his establishment. The very fittings and arrangements of his office were got up in as close imitation of his neighbours as the original similarity of the two buildings admitted. All packages of goods landed on the jetty were immediately seized on and examined by the underlings; and a levy according to a published tariff imposed as a second import duty. Should the goods be going beyond the "city of the port," then a further and similar import was inflicted, thus according to this officer's rendering of the treaty, somewhat modified as he said by the Chefoo Convention, foreign goods in future would be subjected to two import duties over and above transit dues. I need, perhaps, scarcely remind my readers, that according to the original treaties, the foreign Customs import duty covered foreign goods for the "port and the city of that port," and if going further a regular transit rate is duly provided. It is also perhaps, unnecessary to mention that such a tax as *lekin* is unrecognized by any of the treaties. It would appear, however, that foreigners in looking on the Chefoo Convention as a reparative measure were mistaken; at any rate, so hold the Chinese, for their authorities asserted most strenuously, at least they did here, that it was nothing of the kind; but on the contrary a reciprocal arrangement, the parties to which, governed solely by regard for the strict and literal meaning of the words as written, were at full liberty (former obligations and agreements notwithstanding) to deduce the utmost benefit

to themselves which each might think the language permitted. In this state of matters it seemed unfortunate that the phraseology of certain clauses of the Convention should seem to extend some recognition towards the levy of *lekin*. If we admit the soundness of the Chinese reasoning and hold with them that they were justified in locking on *lekin* as recognised, then it certainly does not appear so strange that they should appeal to the only agreements which specify rules and regulations for the governance of imposts on trade, and apply them to the establishment which had now come into legitimate existence. At least this would seem to be the line of argument the native officials must have followed when referring to the Treaty as their authority for acting as they did. They drew up a set of rules and regulations which they posted over the walls and freely circulated in pamphlet form amongst the shop-keepers and merchants. The following is a condensed translation of the said rules:—

1.—European, Japanese, Canton, Szechuen, Hankow, and Foochow products, imported by all classes of foreign vessels, will be taxed at this office in accordance with regulation.

2.—A detailed memorandum similar to that furnished to the Customs, of all goods imported by foreign firms, must be supplied to this office; and, on sales occurring, the firm concerned must in accordance with the law enforcing payment of local dues by native merchants, direct the purchaser to pay his *lekin* prior to delivery of goods. Any attempts at evasion or smuggling will result in a fine amounting to treble *lekin* leviable.

3.—Goods *en route* inland will be examined at various places and the receipts from this office inspected. Should the latter not be forthcoming, the goods will be detained until, after reference to this office, the fine to be inflicted has been decided on.

4.—When offering payment of *lekin*, the goods will be examined; and if found to agree with the details of the application the goods will be passed. If the latter are bulky, an officer will proceed to the spot (godown or landing place) and there examine them on application being made to this effect.

5.—Exports. Excepting tea and silk to be dealt with separately, all goods will be taxed to the extent of 3/10ths of the Customs' tariff. Goods owned by foreign hong are exempt from import, but acts of collusion (with natives) will result in the infliction of a fine.

6.—Native merchants purchasing foreign goods for transport inland, must tender payment of *lekin* before taking delivery. On goods destined for interior, under transit pass, and not for storage in port, all local dues must be paid in full, on which this office will issue passes permitting use of the transit pass and obviating liability at the last barrier. (Chinese owned) native produce has not up to date been permitted to go inland under transit pass; on this, therefore, *lekin* must be paid as per tariff. Attempted frauds in connection with this produce will be looked on as smuggling.

7.—It is provided by treaty that *lekin* officials may at their convenience devise measures for preventing smuggling and other malpractices with goods of all descriptions stored in foreign hong. With this intent, therefore, an officer will be appointed to make monthly inspection and notes of unsold stock. (This is provided for by Art. 46 of the Treaty.)

8.—All passes to contain a careful note setting forth the city and street to which the goods they cover are destined; and also to furnish particulars of the water route to be traversed (if going by water) in order that inspection may be facilitated and smuggling prevented.

9.—Foreign firms re-exporting goods as unsuitable to the market may have the *lekin* thereon remitted, if examination at the Customs proves them to be in same condition (as intact) as when imported. Art. 45 of Treaty provides for this.

10.—Recent regulations (Chefoo Convention) provide that foreign goods within foreign settlement boundaries are exempt from *lekin*; but that beyond these limits *lekin* is leviable on foreign and native products alike. Pending the fixing of said boundaries, the regulations hitherto in force affecting *lekin* levies will be enforced.

11.—Settlement boundaries being fixed, native produce, the property of Chinese merchants found therein will come under cognizance of this office, thus constituting a simple

control over native merchants by the local authorities. Should there be connivance with foreign firms in respect to ownership, or should the latter extend protection with a view to fraud on the *lekin* revenue, on detection the goods will be confiscated and the foreigner implicated handed over to his Consul for punishment by fine, to the end that treaty stipulations may be upheld. (See Art. 48 of Treaty.)

The above rules, based on those in force in Niugpo, have been drawn up to meet the exigencies of the occasion. They are in accord with, and in a measure explanatory of, treaty stipulations, and are put forth in a spirit of equity in the general interest of the *lekin* revenue.

(To be continued.)

Law Reports.

H.M. SUPREME COURT.

Shanghai, 25th March.

Before G. FRENCH, Esq., Chief Justice.

CHEN PAO-SHAN v. KUM ALLUM.

Plaintiff appeared in person.

Mr. DRUMMOND appeared for the defendant.

Proceedings were taken in the Mixed Court in January last in respect of the claim in the present action, and judgment was then given against the defendant, who refused to comply therewith on the ground that he was a British subject. In the meantime defendant's name has been prominently before the public agent the question of the registration of British subjects.

Plaintiff's petition was as follows:—

I, the undersigned, beg to petition your Lordship about the following case:—

I am a builder in Shanghai. In the 9th month of last year, a British subject, Mr. Kum Allum, asked me to build some houses, 27 in number. At the time an agreement, or contract, was made between him (Kum Allum) and me (the undersigned). It was witnessed by Chen Chen-chung and Chee Tur-fa. The amount agreed in the contract for building the said 27 houses was Taels 1,120.

After the contract was made, he asked me to build seven more houses, the price for which was Taels 643.41, but no contract was made. The reason for not having any contract was that he promised me at the time he would pay for all the houses together when they were finished; and also a greenhouse was erected, the price of which was Taels 137.54. This was also not included in the contract.

Altogether the amount was Tls. 1,777.1.6.4. I received Tls. 1,000. All the work stated in the contract was done properly, and also the work not included in the contract above-mentioned. I asked him several times to pay the remainder (the sum of Tls. 777.1.6.4), but I am sorry to say he refused without giving any reason, so I sued him in the Mixed Court. There were several sittings, and the defendant (Kum Allum) refused to pay for the work not in the contract. At last the Mixed Court gave judgment that the defendant should pay Tls. 300, but he still refused; so I was directed by the Mixed Court to sue him in the Supreme Court.

In answer to the said petition, Kum Allum, the defendant, says as follows:—

1.—As to the first paragraph of the petition, the defendant admits the statements therein except the statement that the amount agreed in the contract for building the 27 houses in the petition mentioned was Tls. 1,120, the fact being that the amount agreed in the contract was for building not only the said 27 houses but also certain outhouses and for executing other works.

2.—As to the second paragraph of the petition, the defendant denies that after the contract was made he asked the plaintiff to build seven more or any more houses, the price for which was Tls. 643.41 or any other sum, and he admits that no contract was made. The defendant admits also that a greenhouse was erected, but he denies all the rest of this paragraph. The erection of the said greenhouse was included in the contract.

3.—As to the third paragraph of the petition, the defendant admits the statement that the plaintiff received Tls. 1,000, and also the statement as to the proceedings in and of

the Mixed Court, and he denies all the rest of this paragraph.

4.—The defendant further says that the work comprised in the contract has not been completed, and that part of such work which has been done has not been properly done.

5.—The defendant retains the sum of Tls. 120, which, under the contract, is payable to the plaintiff on completion of the work, but he is ready to pay the same on such completion.

6.—All the work alleged to have been done by the plaintiff is included in the contract.

7.—The contract was made through Chen Chen-chung and Chee Tur-fa, as middlemen, and it contains a provision that should the work not be done according to it the matter was to be referred to the middlemen for settlement, so that the parties might have no dispute.

8.—The contract contains also a provision that when the plaintiff should require payment of money under it, he should go to the defendant with the middlemen to receive the same.

9.—The plaintiff did on all occasions of payments under the contract go to the defendant with the middlemen to receive the payments, but he has never gone with the middlemen to apply for or receive the balance which he claims under the contract.

10.—The defendant is willing that the subject matter of this suit should be referred to the middlemen under the contract, and he hereby offers to abide by and perform any decision they may come to.

His LORDSHIP said he noticed in the petition that there was a contract in the case. If it was in writing he should like it to be produced.

Mr. DRUMMOND replied that the contract was in writing. The original one was in Chinese and he had a translation of it in English, which had been examined by a gentleman in the Consulate, but it could hardly be called a verified translation.

His LORDSHIP suggested that the gentleman in the Consulate should be called to verify it.

JOHN NEWELL JORDAN was then called and deposed—I am acting Assistant in the British Consulate. I have read the Chinese agreement now produced. It is a contract between the plaintiff and the defendant, and dated 26th September and 25th October, 1878. It would be made on any day between those dates. I have read the contract and the translation of it now produced. The translation fairly represents the meaning of the original contract, though it is not in good English. It is intelligible but not grammatical. The original in some places is written in language which would be only understood by a builder. My teacher does not clearly understand some of the terms.

CHEX, the Chinese Magistrate at the Mixed Court, at this stage of the proceedings entered the Court, accompanied by Mr. C. F. R. Allen, Vice-Consul and British Assessor at the Mixed Court.

His LORDSHIP invited Chen to a seat on the bench, saying to Mr. Drummond that he did so as he had been told that Chen wished to be present when this case was heard. It was needless, he thought, for him to say that Chen would take no part in the judicial determination of the case.

Mr. JORDAN was then further examined as to the technicalities in the contract, and he explained that he had perused it assisted by his teacher, who understood the terms better than he did.

At the suggestion of his Lordship, it was decided that the teacher should be called, and he was accordingly sent for.

His LORDSHIP said that he was informed by Mr. Allen, that Chen, the Mixed Court Magistrate, did not understand the contract.

Mr. DRUMMOND—He ought to know something about it, considering that he has given judgment on it already.

Mr. ALLEN—Chen says each man to his own trade.

Mr. DRUMMOND—It seems evident that he gave judgment without understanding the facts of the case. While the messenger is away for Mr. Jordan's teacher, I should like, your Lordship, to ask Chen one question. Mr. Allen has given me a copy of a memorandum from him with regard to this case, but it does not state specifically the point I want to know. It is this. This case was originally entered in the Mixed Court, and Chen having exercised jurisdiction over the defendant and given judgment

against him, I should like to know if he is willing to give the information whether he has abandoned jurisdiction over him and directed the plaintiff to come to this Court. Plaintiff states in the last paragraph of his petition, "I was directed by the Mixed Court to sue him (defendant) in the Supreme Court." I should like to know whether it is an actual fact that plaintiff was directed by the Mixed Court to sue the defendant in this Court, when the Mixed Court has already exercised jurisdiction over him. The presence of the Magistrate here supports that view to some extent, but I should like to know whether Chén admits that the defendant is amenable to this Court alone, and that the proceedings in the Mixed Court have been quashed.

His LORDSHIP—I don't think I can ask the Magistrate that question.

Mr. DRUMMOND—Your Lordship no doubt sees my point. The defendant may have two judgments running against him at the same time.

His LORDSHIP—Supposing the Magistrate should say the former judgment is in force—What then?

Mr. DRUMMOND—A very extraordinary position for my client to be in. It may be that an attempt may be made to make him liable to two Courts.

His LORDSHIP—As far as I am concerned, I know nothing judicially about any other judgment.

Mr. DRUMMOND—But the plaintiff has brought it to your Lordship's notice in his petition.

His LORDSHIP—It has been brought to my notice in the petition, but not in such a way that I have to take notice of it in order to enable me to adjudicate in the present case, and I do not intend to take the slightest notice of the parties having been before the Mixed Court. As to your question whether the Magistrate of that Court claims jurisdiction over the defendant, the question is whether he has jurisdiction now.

Mr. DRUMMOND—That is what I should like to know. Has he abandoned his jurisdiction?

His LORDSHIP—If he says in Court that he has abandoned his jurisdiction, will you be satisfied?

Mr. DRUMMOND—Yes. He has arrested my client once, and tried to enforce his judgment in other ways, and all I want to know is whether he has abandoned his jurisdiction, because it would not be very pleasant for my client to be amenable to him and this Court also.

His LORDSHIP—It has come to my knowledge—I did not receive the information judicially—that the proceedings in the Mixed Court have been abandoned, and that the judgment has been quashed by the Magistrate. That is my understanding of the proceedings in the Mixed Court; but, as I have said, the information has not come to me judicially. I believe, however, my understanding of the matter is correct.

Mr. ALLEN—It is as you say.

Mr. DRUMMOND—That is all I want to know.

His LORDSHIP—What I have said is how I understand the matter to be.

Mr. DRUMMOND—The Mixed Court decision has been quashed by consent of the Magistrate?

Mr. ALLEN—Yes. The plaintiff has been told that he could get no satisfaction from the Mixed Court, and that he had better come to this Court.

Mr. DRUMMOND—And that I understand to be quashing the decision of the Mixed Court.

Mr. ALLEN—Yes, I should take that to be quite sufficient.

His LORDSHIP—And the Magistrate claims no further jurisdiction in the matter.

Mr. ALLEN—Quite so.

Mr. DRUMMOND—That is all I wanted to know.

YEH HEN-CHIH was then called and deposed—I am one of the teachers in the British Consulate. I have read the Chinese agreement now produced. It is a contract between the plaintiff and the defendant; and there are two middlemen who give security for the due performance of it. The contract is signed by the middlemen and by the plaintiff. It is not signed by the defendant. It is not the Chinese custom for him to sign it.

A duplicate contract was produced by the plaintiff, and this was examined by Mr.

Jordan and the witness with the defendants' contract, and the two copies agreed.

Witness continued—The duplicate is signed by the plaintiff and by the two middlemen, but not by the defendant. There is appended to it receipts for payment on the 27th of the 10th Chinese moon of Tls. 600.

On the 13th of the 11th moon a payment was made of Tls. 100, and on the 30th of the same month there was another payment of Tls. 300. There are passages in the agreement which it is difficult to understand. I do not understand some of them, owing to the technical language used. They are terms used in the building trade which only a builder would understand. The removal and rebuilding of three houses is mentioned in the contract, and there is the removal and rebuilding of a greenhouse. The building of 27 houses—one lot of 21 and another of six—is also included in the contract, and all these buildings are to be constructed for Tls. 1,120. The difficulty which I have spoken of in interpreting the contract does not extend to the building of the 27 houses, and of the removal and rebuilding of three houses and the greenhouse for Tls. 1,120. I have no doubt about that portion of the contract.

His LORDSHIP thought this evidence narrowed the case very much. It seemed to be simply a question whether the plaintiff had done the work or not.

Mr. DRUMMOND considered that this evidence would put an end to the plaintiff's case.

His LORDSHIP said it seemed that if plaintiff had done the work, he was entitled under the contract to Tls. 120 more than he had received.

Mr. DRUMMOND said that was so, when the work was properly done.

His LORDSHIP—Then the questions are, first, has the work been done, secondly, how has it been done?

Mr. DRUMMOND explained that the plaintiff claimed for seven houses which were not in the contract, and these seven houses he believed would turn out to be merely outhouses, which plaintiff wished to make the defendant pay extra for. It was a question as to what work he was to do under the contract, whether he was to build twenty-seven houses or thirty-four. Besides, the work the plaintiff had done was very incomplete, and when he made it according to contract defendant was ready and willing to pay him.

His LORDSHIP—Then the point is whether 27 or 34 houses have been erected, and whether the work has been done according to contract.

Mr. DRUMMOND—That is simply it, my Lord.

The COURT then adjourned.

On the Court re-assembling in the afternoon,

CHEN PAO-SHAN, the plaintiff, was called, and he deposed that he was one of the parties to the contract produced. Under it he was to build 27 houses for the defendant, for which he was to be paid Tls. 1,120. He was not to build more than 27 houses. He had built them, and the work had been done well. He had received Tls. 1,000 under the contract. In addition to the 27 houses mentioned in the contract, he had built seven other houses for the defendant. The building of the 27 houses was commenced on the 1st day of the 10th moon, and the additional seven houses were commenced on the 27th day of the same month. There was no contract in writing for the extra seven houses. Defendant simply told him to build them, saying that when they were finished he was to give him an account of the expense and he would pay him.

A plan of the property belonging to the defendant was shown to the plaintiff, and he marked out the seven extra houses he had erected, but he was unable to mark out the other twenty-seven, and to escape from the difficulty he complained that the plan was incorrect. It was, he said, when he went for the first payment under the contract that the defendant gave the order for seven additional houses, but the price of them was not fixed.

His LORDSHIP asked whether every detail as to the manner in which the 27 houses mentioned in the contract were to be built, was not very precisely and carefully set out in the contract?

Mr. DRUMMOND replied in the affirmative, and said defendant seemed to have been very particular. There was to be one lot of 21

houses and another lot of six; and everything was minutely set out in the contract, as to the way in which they were to be built.

The plaintiff, after the question had been put to him many times by the interpreter, admitted that this was so—21 of the 27 houses were to be built of new material, and the other six of old material supplied by the defendant. Six of the additional seven houses were to be two feet longer and two feet broader than the twenty-seven houses, and they were to be built in a better style.

His LORDSHIP pointed out that plaintiff claimed about twice as much for the seven extra houses as he did for the others. He claimed Tls. 643 for them, which was about Tls. 100 per house.

Witness, in cross-examination by Mr. DRUMMOND, said the original contract was drawn out by the defendant, and he (witness) employed a writer to copy it for him. There was a clause pointing out that the contract was to be kept as evidence, to avoid dispute hereafter. He asked for a contract when he commenced to build the seven extra houses, but defendant said it was not necessary for him to have one. The head carpenter heard defendant say this, but he had not brought him to give evidence. Defendant ordered him to build the seven extra houses, and promised to pay him for them.

Plaintiff, in answer to his Lordship, said he had no witnesses in attendance. The carpenter referred to was working on the Soochow Creek, and could not attend the Court to-day.

Mr. DRUMMOND urged that plaintiff, with the assistance of the Mixed Court Magistrate, had had ample time to prepare his case. The Court had very patiently heard the case all day, and he thought they ought to go on and call the defendant.

KUM ALLUM, the defendant, was then called. He deposed that the contract produced set forth all the work that the plaintiff was to do for him. Since he entered into the contract, he had not asked the plaintiff to do any more work for him. The contract first spoke of a lot of twenty-one houses, and then of a lot of six others, making 27 houses to be erected in all. The plan produced showed the work done by the plaintiff, but a greenhouse and three old houses were also to be removed and rebuilt under the contract. These were not included in the plan produced. The twenty-seven houses were all new houses. Twenty-one were to be built on vacant ground, and six on the sites of six old houses which were to be removed. Besides, three other old houses were to be removed and rebuilt. All this was in the original contract, and he never entered into a contract, either in writing or verbally, with the plaintiff for work for which he was to pay Tls. 640. Two middlemen signed the contract, and if plaintiff did not do the work they were responsible. He had paid the plaintiff Tls. 1,000, and there were still Tls. 120 owing under the contract, which he withheld because the plaintiff had not done the work as it should be done. There were eight gates which were made of soft instead of hard wood, and twenty of the houses had no back windows which they ought to have according to the contract. One of the kitchens was not finished, the lane was not all plastered, the drains had not been finished, some glass doors had not been put up, and the flooring of three houses had not been laid; also, the roof of three other houses had not been properly made, the rafters on which the planks are placed supporting the slates being too far apart, causing the roof to bend and be insecure. Further, the lane had not been properly paved, and there are other small things that should have been done better than they have been. When the defects he had mentioned had been remedied according to contract, he was willing to pay the plaintiff the balance of Tls. 120. By the contract the plaintiff had to come to him with the middlemen when he wanted money. The middlemen had to see that the work was done properly. Plaintiff had never come to him with the middlemen and asked for the payment of the Tls. 120. When he made the three payments of Tls. 600, Tls. 300, and Tls. 100, mentioned in the contract, the middlemen were present on each occasion, and he held receipts for the amounts. He had been willing to refer the matter to the middlemen, but plaintiff had refused a settlement in that way, and plaintiff, without demanding payment of the balance of Tls. 120 in the presence of the middlemen,

went and instituted proceedings in the Mixed Court.

By his LORDSHIP—He never contracted with the plaintiff, either verbally or in writing, to do more work for him than that set forth in the contract produced, namely the building of the twenty-one houses, the six houses, and the three houses which he had to take down and rebuild. Plaintiff had not built him thirty-four houses, only twenty-seven and the three he had removed and rebuilt.

The defendant's evidence, which was given in English, was then read over to the plaintiff. Defendant, in answer to the plaintiff, denied that when he made the first payment he asked him to build more houses.

Plaintiff took a long time to question and converse with the plaintiff, but no new facts were elicited.

His LORDSHIP said he should not allow such an indulgence if the plaintiff had been a British subject.

Mr. DRUMMOND thought the plaintiff had been allowed sufficient rope to hang himself.

CHEN CHUEN-HING, a tailor, who signed the contract as one of the middlemen for the plaintiff, was the next witness. He deposed that under the contract plaintiff was to build twenty-seven houses for the defendant, and to remove three other houses from one place and rebuild them in another place. He had seen the work done by the plaintiff, and no more houses had been built than were included in the contract. The removal and rebuilding of the greenhouse was also part of the contract. The plaintiff had not done the work as well as he should have done it. There were nine wooden gates which were made of soft wood and they should have been made of hard wood. One kitchen had not been built at all, and the water would not run down the drains. The plastering and paving of the lane was not proper, and the roof of some of the houses was not strong enough. The work in many respects did not come up to what was intended by the contract. He had been three times with the plaintiff to obtain money from the defendant. The first time defendant paid the plaintiff Tls. 600, the second time Tls. 300, and the third time Tls. 100, making Tls. 1,000 in all. On each occasion plaintiff asked him to go with him to the defendant, but he had not asked him to go with him to receive the balance of Tls. 120 due under the contract. He did not know whether plaintiff was entitled to the balance. All he could say was that the work had not been properly done.

By his LORDSHIP—When he went with the plaintiff and obtained the Tls. 600 from the defendant, he did not hear the defendant give an order for seven other houses to be built. He was present all the time, and if such an order was given he should have heard it. He had inspected all the work done for the defendant by the plaintiff. Twenty-seven large houses had been built, and seven small ones. The twenty-seven large houses have two rooms—one room and a small kitchen or side room; and the small houses have one room. He pointed the small houses out on the plan.

Mr. DRUMMOND explained that these were not houses but simply rooms or outhouses connected with the houses, and were all mentioned in the contract. He supposed these outhouses were what the plaintiff called houses, which explained the whole thing, but they were all mentioned in the contract, and in reality no more work had been done by the plaintiff than was described there, and that he had not completed in a satisfactory manner.

The COURT then adjourned until 10 a.m. next day.

26th March.

The hearing of this case, which was adjourned from the previous day, was resumed this morning.

CHEN CHUN-CHUENG, the witness who was under examination when the Court rose on Tuesday, was recalled, and his examination continued. He repeated that plaintiff had built twenty-seven large houses and seven small ones. The small houses had only one room.

Mr. DRUMMOND again pointed out that these seven small houses were kitchens, or outhouses, and were included in the contract.

HO AN-KUNG, the carpenter referred to by the plaintiff as being unable to attend yesterday, was next called. He deposed that on

the 28th day of the 9th moon, he heard defendant give an order to the plaintiff to build twenty-seven houses, and on the 27th day of the 10th moon he heard defendant give instructions for seven additional houses to be built. All these houses had been built.

By his LORDSHIP—He had not had any conversation with the plaintiff as to the evidence he was to give. He had not talked the matter over with him since yesterday.

His LORDSHIP, through the interpreter, told him that it was more likely he should have believed him if he had said he had spoken with the plaintiff on the subject, as it was absurd that a plaintiff would call a witness without knowing what he was to prove. At all events Englishmen generally knew what their witnesses were to say before they were called, and it was natural to think that the Chinese did the same.

Witness then explained that the plaintiff asked him this morning to attend the Court, and all he said to him was that he was to speak the truth.

He was then asked to point out the houses on the plan which had been built by the plaintiff for the defendant, and he marked out the outhouses or kitchens as separate houses.

His LORDSHIP said the evidence of this witness was more favourable to the defendant than it was to the plaintiff.

In answer to further questions by his Lordship, witness admitted some of the defects in the houses as described in the evidence of the defendant.

CHEE TAI-FA, the second middleman on the part of the plaintiff, was the next witness. He said that he was a mason, and was conversant with the work done for the defendant by the plaintiff. Nothing had been done that was not in the contract. The work had not been properly completed, and plaintiff was not entitled to the balance due under the contract until the defects were remedied.

By his LORDSHIP—He was not now in the service of the plaintiff. He was working for him when the houses were built for the defendant.

By the Plaintiff—He did not know whether seven extra houses, not mentioned in the contract, had been built or not. The houses which had been built had not been finished according to contract.

This concluded the evidence, and the Court adjourned.

The Court re-assembled at two o'clock.

CHEN, the Mixed Court Magistrate, produced a plan of the work done by the plaintiff, which he was anxious for his Lordship to see. It was the same plan, we believe, that the plaintiff had produced in the morning and which, in reply to his Lordship, he said he had made on Tuesday night. His Lordship on this occasion refused to accept it. Now he looked it over, but asked no questions respecting it.

His LORDSHIP explained that the plaintiff's only witness, the carpenter, had fully described in the morning how he made up thirty-four houses, and he spoke of a kitchen and two side rooms as houses, and a room over the gate at the entrance to the lane as a house also. He would like to know whether these were included in the contract.

Mr. DRUMMOND, with the assistance of the defendant, pointed out that all these items were stipulated for in the contract, and included in the one sum of Tls. 1,120 to be paid the plaintiff.

His LORDSHIP asked Mr. Drummond whether he had anything further to say before he gave judgment.

Mr. DRUMMOND replied that he had very little to say. The case was simply a trumped-up one on the part of the plaintiff, who was trying to obtain payment twice over. That was the real point in the case. Undoubtedly the plaintiff had built a number of outhouses, kitchens or rooms, or whatever they liked to call them, besides the 27 houses mentioned in the contract, but they were all carefully and distinctly provided for in the contract, and included in the sum of Tls. 1,120, and the balance of that amount the plaintiff could have as soon as he completed the work in a satisfactory manner. Plaintiff had stated that he had built seven more houses in addition to those in the contract, but defendant denied it, and all the witnesses, including the one called by the plaintiff, supported his (defendant's) position. In reality no more work had been done than was ordered by the contract and

was covered by the one sum of Tls. 1,120, and plaintiff was entitled to no more than that sum, and so soon as he completed the work satisfactorily he would be paid the balance owing him of Tls. 120.

His LORDSHIP, in giving judgment, said the action was brought by the plaintiff against the defendant to recover Tls. 777.1.6.4 for work alleged by the plaintiff to have been done by him for the defendant. The plaintiff said part of the work done was under a contract written in Chinese, by which it was agreed that the defendant should pay him Tls. 1,120 for the work done under the contract, and that the rest of the work was done by him for the defendant at the defendant's request, but that in respect of this extra work there was no contract whatever, either in writing or verbally.

What the plaintiff said with respect to this extra work was that there was simply an order on the part of the defendant to do the work, and that when it was done, he, the plaintiff, would be paid for it by the defendant. Tls. 1,000 had been paid by the defendant to the plaintiff, and the amount sued for comprised the balance payable under the contract, namely Tls. 120, together with the amount which the plaintiff said the defendant was liable for in respect of the extra work which he, plaintiff, said he had done for the defendant. The defendant, on the other hand, said he had ordered the plaintiff to do no other work for him, and the plaintiff had done no other work for him than that in the contract, and that in respect of the work done for him under the contract, part had been completed, part had been improperly done, and the rest not done at all. To determine the question in dispute between the parties, it was necessary to see what were the provisions of the contract with regard to what the plaintiff had to do. It had been said that the contract, which was in Chinese, was hard to make out, that it was difficult to understand some parts of it; but his Lordship thought they might easily arrive at the main point to be decided upon by the contract. The contract first of all provided for twenty-one houses to be built. But he would first point out that the plaintiff had said he arranged with the defendant to build in all thirty-four houses for him, that twenty-seven of these houses were agreed to be constructed by him for the defendant under the contract, and that in regard to the other seven of the thirty-four houses they were not comprised in the contract, and that he built them as extra work to be paid for beyond the sum of Tls. 1,120, which was the amount mentioned in the contract. First of all in the contract mention was made of twenty-one houses to be built by the plaintiff for the defendant. It then mentioned three old houses which were to be taken down and rebuilt, which made 24 houses. Then, the contract further said that the plaintiff had to rebuild six other houses for the defendant, increasing the number actually to be built to thirty. There then remained four other houses, according to the plaintiff's story, still to be accounted for. Upon the evidence his Lordship did not think there seemed to be any substantial dispute between the plaintiff and the defendant as to the work actually done by the plaintiff for the defendant. The work appeared to have been done in three places; first, in the Chefoo Road, then in a place west of the Chefoo Road, and the third place was on the other side of the Creek. He thought that the evidence on the part of the plaintiff and of the defendant was at one in regard to that; therefore, upon the whole evidence there seemed to be no substantial variation between the two accounts as to the amount of actual work done; it was simply as to whether the work done was comprised in the contract or not. As he had pointed out, there seemed to be thirty houses provided for on the face of the contract.

Mr. DRUMMOND drew his Lordship's attention to a note at the bottom of the third page of the contract, which said "in all twenty-seven houses and other things."

His LORDSHIP repeated that in the contract there was mention of twenty-one houses, six houses, and three houses, making thirty houses in all, and there were four to be accounted for according to the plaintiff's statement, and he thought he could account for them. The plaintiff's own witness, when asked to account for the thirty-four houses, distinctly called a kitchen a house over and over again, and if that were so it would increase

the total number to thirty-two. Then there was another extra kitchen outside the large house, and there was a room at the top of the entrance gateway, and both these had been called houses, which made up the number to thirty-four. That seemed to him to be the solution of the whole matter. As he had said, there did not seem to be any substantial variation between the evidence given on the part of the plaintiff and that given on the part of the defendant, as to the actual work done by the plaintiff; the variation between them was as to the mode in which the work was done, and as to any work being left undone.

Mr. DRUMMOND thought the variation between the parties was whether all the work done was included in the contract, or whether there was a separate order for a portion of it.

His LORDSHIP said he was speaking of the variation on the evidence. The plaintiff no doubt urged that there was a separate order and the defendant denied it. The plaintiff had said that a specific order was given by the defendant on a particular occasion, and in the presence of the witness whom he had called; but that witness, when asked about it, said that he had no recollection of the order being given,—he did not hear it. Defendant made a statement expressly denying it, and he had further said that a portion of the work contracted to be done had not been done at all and that with regard to the work actually done a portion of it had been improperly done, and that when all the work was properly done he was prepared to make the payment of the balance due under the contract. Upon the whole circumstances of the case there must be judgment for the defendant, with costs. He might add that he was very clearly of opinion upon the evidence that no other work was done by the plaintiff for the defendant than that comprised in the contract.

Mr. DRUMMOND thought it was impossible for any reasonable man to come to any other conclusion.

CHEN wished to know what was to be done with respect to the Tls. 120 due under the contract.

Mr. DRUMMOND replied that the moment the plaintiff completed the work satisfactorily, according to the contract, the Tls. 120 would be paid him. Practically the middlemen were referees between the parties under the contract, and when they passed the work the plaintiff would be paid the Tls. 120.

CIVIL SUMMARY COURT.

Shanghai, 20th March.

Before G. FRENCH, Esq., Chief Justice.

H. EVANS v. Captain WARING.

Defendant is master of the steamer *Gordon Castle*, and plaintiff sought to recover Tls. 2. from him for short delivery of one drum of spirits of wine.

In answer to his Lordship, plaintiff said that the drum of spirits of wine was shipped in London, and when it was delivered in Shanghai it was nine gallons short. The drum was surveyed before he took delivery.

His LORDSHIP asked for the bill of lading, under which the goods were shipped.

Plaintiff explained that he had given up the case he received to the Custom House authorities, but the defendants had one and he had expected they would produce it. The bill of lading set forth, he believed, that the goods were shipped on deck at shippers' risk.

Defendant produced a bill of lading and said that Mr. Evans chose to take delivery of the spirits of wine, and he afterwards complained that it was short.

His LORDSHIP said they would hear the plaintiff's statement, and proceed with the hearing in the usual way.

Plaintiff was then sworn, and said he was a brewer and general storekeeper in Shanghai. He had shipped, on his account, by agents in London, a quantity of goods by the steamer *Gordon Castle*, among which were two drums of spirits of wine. The steamer arrived at Shanghai on or about the 5th Feb., and he began to take delivery of the goods as soon as he possibly could after she began discharging. As soon as the steamer got alongside the Wharf, he went down and asked the chief officer to allow him to see the two drums of spirits of wine, which were consigned to him. He saw them on the top of the house but did not go up to examine them. The

next day he sent men down to the steamer to take delivery of the two drums, and when they returned they informed him that one of the drums was nearly empty and that they had refused to take it. The next day he saw Captain Waring and spoke to him about it. He asked Captain Waring for compensation for the spirits of wine that was missing, but he got no proper reply. It was a reply putting off the matter—the Captain would see about it, or something of that sort—and not being able to get anything satisfactory from him, he at last wrote a letter to Messrs. Adamson, Bell and Co., the Agents. Captain Waring suggested to him that he should write to them. He received a reply which was to the effect that the agents did not consider the steamer responsible, as the goods, according to the bill of lading, were "shipped on deck at shippers' risk." He had frequently had goods from the same party in London, and this was the first time that spirits of wine had been put on deck.

His LORDSHIP pointed out that it was the fault of the plaintiff's agent in London that the goods were shipped on deck and at the shippers' risk. He asked defendant what he had to say on the matter.

Defendant replied that it was always the rule to put spirits of wine on the deck. If they put such stuff down below among the general cargo, they would forfeit their insurance. Mr. Evans had told him that the spirits of wine should have been put in the cabin with the passengers, which would be a very nice thing to do.

His LORDSHIP repeated that it was the fault of the plaintiff's agent in London that the goods were shipped on deck. The captain could not be blamed for that. The question was whether the captain and the officers of the steamer had exercised reasonable care and precaution to secure the goods on deck.

Plaintiff said whenever he had received shipments of spirits of wine before, it had always been put down below. He had brought this case forward simply to obtain an expression of opinion from his Lordship as to whether there was not some responsibility on the Captain and his officers in reference to cargo carried on the deck—whether, in fact, it was not the duty of the captain to look after and protect such goods from damage just as if they were his own property. A high rate of freight was paid on such goods, and he wished to know whether it was not incumbent on the Captain to put them in a safe place, and so secure them that they could not be damaged.

His LORDSHIP replied that it was simply a question whether there had been any negligence on the part of the Captain and his officers, but plaintiff must be perfectly aware that goods shipped on deck would not be as secure and as much protected as goods stowed below. It was patent to everyone that goods on deck were subject to more dangers than those skilfully stowed in the hold.

Plaintiff repeated that the owners of the steamer were paid a large amount of freight for carrying the goods, and he should like to know whether they could put them here, there, and everywhere on the deck, or whether it was the duty of the Captain to take as much care of them as if the goods belonged to him. That was the only question he wished to be decided.

Defendant was then sworn and deposed that he had instructions from his owners not to ship these particular goods at all. But when he went on the steamer just before leaving London, he found them on board, and, as the bills of lading had been signed, he was obliged to bring them. The two drums were lashed on the deck between the harness cask and the hose box, and were made as secure as they possibly could be. They encountered some very rough weather in the Mediterranean and the harness cask, hose box, and the drums were all washed adrift, and the drums were rolling about fore and aft. They were picked up as soon as possible, and then placed on the top of the house, where they were also lashed and made secure. It was not discovered that they were leaking, but both of them were indented. If it had been noticed they were leaking, they would have been thrown overboard. They remained on the top of the house until the steamer arrived in Shanghai, and just the same care had been taken with them as with the property of the steamer. The hose box, harness cask, and everything in that part of

the deck, fetched away during the gale and were damaged like the drums.

The drum was produced in Court. It had a large indentation on one side with a slight fracture about six inches from the bottom.

Plaintiff said it contained eleven gallons of spirits of wine when it was shipped, and nine gallons had leaked out. The other drum, which had not leaked at all, had an extra iron band round the centre, and was therefore stronger than this one. He had himself travelled seventeen times across the Atlantic in his earlier days, and knew something about deck cargo, and he would like to know whether it was not incumbent on a captain to make an entry in the log book of such an occurrence as the alleged storm in the Mediterranean, as well as to note that a drum of spirits of wine had been damaged and leaked to the extent of nine gallons.

Defendant said an entry had been made in the log book of the storm in the Mediterranean, but he did not think the damage to the drums had been noted. He believed it was not known that the drum produced had leaked until after arrival in Shanghai, and delivery of it was taken.

The log book was produced, and the entry referred to perused by his Lordship.

Defendant said he also entered a protest at Singapore and renewed it at Shanghai. He also complained of the plaintiff taking delivery of the drums without his knowledge.

Plaintiff said he had inquired and had been told that no protest was entered at Shanghai. He also explained that as he could not get any satisfaction from the defendant as to compensation for the damage, and the agents denying their liability, he had no alternative but to take delivery and bring the case to Court and have it decided on its merits. What appeared strange to him was that the drum should have been injured in the Mediterranean and the leakage not be discovered until the steamer arrived in Shanghai, when the Court was asked to prove that great care and attention had been taken of the goods.

Defendant pointed out that the fracture was very slight indeed, and it was not likely to be noticed. He had his chief mate and boatswain in attendance, and would call them if his Lordship thought it was necessary for him to do so.

Plaintiff, in answer to his Lordship, said he did not think it necessary to call these witnesses, as all the facts of the case seemed to be now before the Court, and he supposed they would only confirm what the defendant had said.

His LORDSHIP then said—I think it is highly probable from the evidence of Captain Waring—and he seems to have given his evidence in a very straightforward manner,—that this drum was indented and fractured in the storm he speaks of as having occurred in the Mediterranean. With reference to the goods being put on deck, they were placed there clearly at the shippers' risk, and with his knowledge. You may say, Mr. Evans, that it is the first time such goods shipped on your account have been placed on the deck, but your agent allowed them to be placed there in this instance; they were placed there with his knowledge, and you must take the risk of their being so placed. You cannot expect goods on the deck to be as securely and safely stowed as if they were skilfully packed in the hold. You say that hitherto such goods have been placed in the hold, and if you want them stowed there in future you must write to your agent and advise him to ship under those terms; from what we have heard, you must not go to the Captain of the *Gordon Castle* to have them stowed in that way.

Plaintiff—The only object I had in view, my Lord, was to obtain an expression of opinion from you on the case.

His LORDSHIP—If a man ships his goods to be carried on deck at shippers' risk, as under this bill of lading, he does it clearly at his own risk; and we all know perfectly well that goods so placed for a long journey, as it is from England, are not unlikely to encounter some very rough usage. As I have said, it is highly probable that this drum was fractured on the occasion of the storm in the Mediterranean, and under such circumstances I am afraid my judgment must be for the defendant.

Plaintiff—I did not expect anything else, my Lord. I only wanted an expression of opinion from you on the subject.

His LORDSHIP—If you expected judgment against you, then you are not disappointed. Judgment will be entered for the defendant.

Defendant said the plaintiff had put him to a great deal of trouble, and he thought he should be recompensed for his waste of time in attending the Court.

Plaintiff—Are you applying for costs?

Defendant—Certainly.

Plaintiff—Come to my house and I will pay you what you want.

The parties then left the Court.

POLICE COURT.

Shanghai, 20th March.

Before G. FRENCH, Esq., Chief Justice.

R. (LOUIS BERTRAM) v. GEORGE LOWDAY SKINNER.

Charge of Assault.

Defendant is a Sergeant in the Municipal Police, and he was summoned for assaulting the complainant at the Lyceum Theatre on the evening of the 17th inst.

Complainant deposed—I happened to be at the Lyceum Theatre on Monday evening last as a visitor. Three friends were with me. During the performance a man, who was under the influence of liquor, created a disturbance, and the police were compelled to put him out by main force. I followed them out, and the Sergeant on duty, Sergeant Wilson, ordered me to fetch a jinriksha to take the man away. I went and got a jinriksha, and was standing holding it straight while the drunken man was being put into it, when I felt some one pushing me from behind. I turned round and it was Sergeant Skinner, who had not his uniform on, and he was not at duty. He ordered me away in a very rough manner, saying I had no business there. I told him I had been ordered by the Sergeant on duty to fetch the jinriksha, but he would not listen to me and ordered me away again. I then went upstairs to see the end of the performance, and when I came down again I saw Sergeant Skinner talking to the Sergeant on duty. I said to him, "Will you kindly ask the Sergeant on duty whether he asked me to fetch the jinriksha," and the Sergeant on duty answered, "Yes, I did," in the presence of three witnesses I have here, but defendant said, "Hold your snout, or I will make you d— quick." I thought this a very improper thing for him to say to me. I believe every resident in Shanghai is in duty bound to assist the police when called upon to do so, and I have summoned Sergeant Skinner for what he has done to me.

His LORDSHIP—Is that all you have to complain of?

COMPLAINANT—That is all.

His LORDSHIP—I am afraid there is not much, then. You summon him for an assault?

COMPLAINANT—He pushed me when I was holding the jinriksha. I have tried to see the Consul about it so that he could give him some "reprehension" about it, but could not see him. I am an interpreter and reside in Shanghai. I interpret for anybody who employs me. I am a Chilean.

Mr. STRIPLING, in answer to his Lordship, said that the complainant was out of employment at present, and was not recognised by any of the Consuls. Sergeant Skinner had been in the police force fourteen years and bore an excellent character, being the senior Sergeant. He had inquired into the case and from what he had been told, Sergeant Skinner did not lay a hand on the complainant, who it could be proved obstructed the police in the execution of their duty.

The USHER of the Court said he saw the occurrence, and ordered the complainant away. He did not see Sergeant Skinner touch the complainant, who was abusive and obstructing the police when he ordered him to go away.

Complainant said he had three witnesses who could corroborate his evidence.

His LORDSHIP told him he could call his witnesses if he liked, but if they could not prove something more than what he (complainant) had stated, he thought it would be a waste of time to hear them.

Complainant said they could not prove anything more.

His LORDSHIP said the summons would be dismissed.

Mr. STRIPLING said it was a case of vexatious litigation on the part of the com-

plainant, and he should advise Sergeant Skinner to proceed against him in the Mixed Court, which was the only Court to which complainant was answerable.

R. (MOSES ISAAC BRUNSTEIN) v. ALEXANDER TRIGGS, alias BARNEY, DANIEL O'FARRELL, JOSEPH MOORHOUSE, and JOHN GREGORY.

Impudent Robbery.

Prisoners, who are all able seamen staying at the Sailors' Home, were charged with stealing a box and its contents, viz., 14 sets of the ten commandments, value \$96; 13 pictures, value \$6; 2 robes, value \$30; one scarf, value \$3; one coat, value 50 cents; 3 coats, value \$4; 3 books, value \$4; and two sheets of parchment, value \$2; making a total value of \$149.50, the property of Moses Isaac Brunstein, a Jew, who arrived from Hongkong on the previous day.

MOSES ISAAC BRUNSTEIN, the prosecutor, through Sergeant Obaldo Kluth, who acted as interpreter, deposed—I am a Jew and a bookbinder by trade. I arrived in Shanghai about ten o'clock on Wednesday morning in company with another Jew whom I became acquainted with in Hongkong, and who gave the name of Elias. I brought on shore a box containing clothing and other articles. My friend was with him, but he had no luggage except a few books. Two coolies from the steamer took us to a house where we saw Joseph Moses, another Jew, whom we asked to obtain a place for us to stay at. Moses would have nothing to do with us, whereupon we went to the Wharf Hotel. The mistress there asked a European to take us to the Garibaldi Tavern on the French side. While at the Wharf Hotel, the luggage was in two jinrikshas at the door, and the mistress of a house asked the European to take us to the Garibaldi. The European was the prisoner Triggs. He was the only person with us at the Wharf Hotel. The luggage was in two jinrikshas, and I and my friend, and Triggs had a jinriksha each. Among the luggage was the box produced, which was on the top of the other articles. It was then locked, and the hinges were not broken as they are now. When we started, I went first, my friend was next, then came the luggage, and the prisoner was last. About ten minutes afterwards I noticed that three other men had joined us, all in jinrikshas. We came to a bridge—the Kiangsi Road Bridge over the Soochow Creek—and I and my friend crossed over. I then looked round and saw that the jinrikshas with the luggage were standing. I and my friend walked back, and found that the box produced was missing. Triggs and the three other men had decamped. Before coming up to the bridge, I saw they were following us, but when I and my friend were over the bridge we saw they had gone away and the box was missing. I spoke to the two jinriksha coolies in German and a little English, and one of them said "No savey," and the other seemed as if he wanted to run away with the other luggage. We walked towards the Woosung Road and met a native constable, who took us to the Hongkew Police Station. I cannot identify all the prisoners. I recognise Triggs as the man who took us from the Wharf Hotel, and I think Gregory was one of the other men who joined us, but I am not sure. The next time I saw my box it was at the Police Station. It had then been broken open. I examined the contents and found a letter was missing, and the contents had been overhauled. One of the sets of the ten commandments, which I wear on my head when I attend religious services, had been broken open. The letter was the only thing I missed. I had shown it to nobody in Shanghai. The last person I showed it to was Mr. Isaac Zackabodi, in Messrs. Sassoon and Co., in Hongkong. It was very valuable to me, because any Jew I showed it to must give me assistance. It was worth two or three thousand dollars to me. I don't know what time it was when we left the Wharf Hotel.

By the prisoner TRIGGS—I did not see you take my box. If I did, I should have been very foolish if I had not prevented you.

O'FARRELL and MOORHOUSE had no questions to ask the witness.

In answer to the prisoner Gregory, witness said he thought he was one of the men who joined Triggs about ten minutes after they left the Wharf Hotel.

WANG SHAN-CHEN, an employé at the Wharf Hotel, stated that the prosecutor and his friend came to the Hotel about half-past one o'clock on the previous day. He was in the kitchen, and his mistress ordered him to call jinrikshas and instruct the coolies to take the Jews to the Garibaldi Hotel on the Yangking-pang. Prosecutor had already two jinrikshas which contained a box and other luggage, and witness got two others. When they started the prisoners followed them, all in jinrikshas. There were eight jinrikshas altogether—the two Jews first, then the two jinrikshas containing the luggage, and the four prisoners following. He had known Triggs a long time. Triggs had been staying at the Sailors' Home, and had been in the habit of coming to the Hotel to see the newspaper. He had not seen the other prisoners very often. They were with Triggs on Wednesday morning in the Hotel.

His LORDSHIP asked the prisoners if they had any questions to put.

TRIGGS replied—I will plead guilty, my Lord, and should like the thing settled as soon as possible. I am the man who committed the crime. I took the chest and opened it, and want the thing settled.

JOHN WRIGHT, barman at the Boar's Head Tavern, Woosung Road, Hongkew, deposed—About half-past two o'clock on Wednesday afternoon, the four prisoners came to the Boar's Head, and called for drinks. They came together. They had nothing with them when first they came in. Gregory called for the liquor, and Barney (Triggs) inquired whether we had a room to let. He was told by the proprietor that we had no room to let, whereupon he and O'Farrell went to the front door of the tavern and brought a box inside. It was the box now produced. It was then in good condition. Triggs and O'Farrell asked if they could leave the box for the time being in the back room, and the proprietor of the tavern told them they could not. In spite of this, however, they carried the box into the back room. Triggs then came and asked me if I had any keys, and I said "yes," and showed him a bunch of keys which I had in my pocket. Triggs looked at the keys, but made no remark about them. The proprietor told Triggs that he would not let the box opened in his premises, and told me not to give him the keys. Triggs and O'Farrell went into the back room again, where they remained three or four minutes. It seemed to me a long time for them to be there, and I went to see what they were doing. One of them had a set of the ten commandments in his hand, and I looked round and saw that the hinges of the box were broken. I then went and told the proprietor that the box had been opened, and he went and ordered Triggs and O'Farrell off the premises. While all this was going on, the other two prisoners, Moorhouse and Gregory, were having drinks at the bar. The proprietor asked the prisoners what was in the box, and Triggs answered saying it was his box and contained their clothes. I did not hear Gregory or Moorhouse say anything about the box or its contents, but they were in the back room the time. After the proprietor went into the back room and ordered Triggs and O'Farrell to take the box away, Moorhouse and Gregory stayed in the house about five minutes. There is a back entrance to the house, and I believe Triggs and O'Farrell took the box out of the house by that door. About five minutes after Gregory and Moorhouse left the bar, I saw them in jinrikshas with the other two prisoners going in the direction of the Tiendong Road. I could not see whether they had the box with them. I saw nothing more of them until I saw them about this morning. Gregory paid for the drinks and told us that he had been paid off this morning from the Queen of the West.

SERGEANT WILSON deposed—I am a Sergeant of the Municipal Police Force. I was informed yesterday of the theft of a box by four persons, and the box and the men were delivered to me. I went in search of the thieves. I arrested Triggs and Moorhouse in the street near the Astor House Hotel. They were in jinrikshas, close together. Triggs had the box now in Court between his knees, and a set of the commandments and a net bag in his hand. I asked him what he was going to do with the box, and he replied "I am going to take it to the Hongkew Police Station." I said, "Well, then come along with me," and

they did so. I walked alongside the jinrikshas, and we went to the Police Station together. The hinges of the box were then broken, but I believe it had a padlock on. Triggs explained how the box came into his possession, by saying that another man stole it from a jinriksha, and when he attempted to take it from him the box fell to the ground and broke, and the man ran away. He picked the box up and was bringing it to the Hongkew Police Station when I stopped him. That was the explanation he gave to me.

The further hearing of the case was then adjourned until ten o'clock next morning.

21st March.

This case, remanded from the previous day, was continued this morning.

ROBERT WRIGHT, proprietor of the Boat's Head Tavern, Woosung Road, Hongkew, detailed the circumstances of the prisoners bringing the box to the tavern and Triggs and O'Farrell opening it there in the back room, in similar terms to the evidence of his barman, John Wright, given on the previous day, and which we published yesterday. When Triggs and O'Farrell opened the box in the back room, he ordered them out of the house and they left taking the box with them; and a few minutes afterwards Moorhouse and Gregory, who were in the bar, also left the house. While the four prisoners were standing drinking together at the bar, he did not hear them say the box had been brought ashore in a sampan. He heard one of the prisoners say something about two Lascars going to the French side, and that he had directed them there.

In answer to Gregory, witness said he did not see any of the contents of the stolen box in his possession, nor did he see him meddling with the box in any way.

The other prisoners had no questions to ask the witness.

JOHN BROWN, an American sailor, at present out of employment, who was in the Boat's Head when the prisoners took the box there, gave confirmatory testimony as to what took place in the house. Immediately the box was opened, he said, the proprietor ordered Triggs and O'Farrell, who had brought it into the house, to take it off the premises, and they did so. After that he saw no more of the prisoners, and while he was present he did not hear any of them make any remarks about the box or its contents.

Witness, in answer to O'Farrell, said that he saw him with one of the leather pouches (a set of ten commandments) in his hands also. They were the same that were now produced in Court, and they were then in the same condition as they are now.

ELIAS PHISTELSON, the Jew, who was with the prosecutor at the time of the robbery, stated that for fifteen years he was a broker in Jerusalem. Three years ago the Emperor died, which prevented his following that employment, and now he was travelling to America to see his friends. He arrived at Shanghai on Wednesday forenoon with the prosecutor and went in search of apartments. A letter was given to him in Calcutta addressed to the Wharf Hotel, and he went there and delivered it to the mistress. He asked her for a place to sleep, and she said she had no room for him, but directed him to go to another place where Polish Jews were accommodated. This was the Garibaldi Hotel on the Yang-king-pang. The prosecutor was with him all the time. He had a conversation in German with the mistress of the Wharf Hotel as to the way to the Garibaldi Hotel, and the landlady asked three or four men to accompany them, and the men consented to do so. He could not say whether there were three or four men started with them, nor could he remember how many jinrikshas they had altogether. When they started, he and the prosecutor were last, the other men were first, and the baggage was in the centre. Not far from the Wharf Hotel, he and the prosecutor went first, then came the luggage, and the three or four men following. They crossed two bridges. When they had crossed the last one, he could not see the man whom the mistress of the Wharf Hotel had particularly told to take them to the Garibaldi Hotel. He stopped and looked back and could not see any of the three or four men who started with them. He could only see the jinriksha containing his luggage—it was following on, but no person was in it. The

prosecutor also stopped his jinriksha and went back to look after the luggage. He (witness) stayed alongside the jinriksha which contained his own luggage, while his friend went to look after the other one in which his luggage was. When they left the Wharf Hotel, his friend had two boxes and a bed among his luggage, and when the jinriksha conveying it came up to him on the bridge he observed that one of the boxes was missing. After some conversation with the jinriksha coolies, he and the prosecutor went and reported the robbery at the Hongkew Police Station. He could identify two of the men who started with them from the Wharf Hotel. One of these two had a stick in his hand and pointed out to the jinriksha coolies which way to go. Gregory was one of the two men he could recognise, as he saw him in the Wharf Hotel, and Triggs was the man who had the stick, pointing out the way to the coolies. Subsequently he saw the stolen box at the Police Station. The two sets of the ten commandments which had been broken open were his property, as well as the robe and net bag produced. He had no box of his own, and with the permission of the prosecutor they were put in the box which was stolen. In the morning of the day of the robbery, he used one of the sets of the commandments when he said his prayers, and it was then in good condition, nor was it broken as it is now, when he put it in the prosecutor's box. When he saw it at the Police Station after the robbery, it was broken as it is now.

By the COURT—He had no key of the box.

By GREGORY—I saw you in the Wharf Hotel, and I saw you start in front of us with two or three men, all in jinrikshas.

The COURT then adjourned.

On re-assembling in the afternoon, LI FONG-CHUEN, jinriksha coolie, deposed that on Wednesday morning last, about ten o'clock, he was engaged by the prosecutor at Hunt's Wharf to carry for him a box and a bag, which were put in the jinriksha. Another jinriksha was engaged at the same time also to carry luggage for the prosecutor. They first went to the French Settlement, then to a hong on the Bund, from there back to the French Settlement, and then they returned to Hongkew and went to the Wharf Hotel. The two jinrikshas were together all the time, and the prosecutor and his friend walked with them. It was about one o'clock when they reached the Hotel. Both the Jews went into the Hotel, leaving the two jinrikshas with the luggage outside. The Jews were in the Hotel a short time, and when they came out they were followed by four foreigners, and each of them took jinrikshas. There were then six jinrikshas with men in them, in addition to the two containing the luggage, making eight in all. In his (witness's) jinriksha the box was on the top of the bag. He was told to go to the Yang-king-pang by a foreigner who came out the Hotel. The foreigner was a man, and he could recognise him again. He started to go to the Yang-king-pang with the other seven jinrikshas. The Jews went first. His jinriksha was the fourth, and following him were the four other jinrikshas, each containing a foreigner. When they got to the Garden Bridge, Triggs told the jinrikshas to turn up the road along the Soochow Creek, and by the orders of the foreigners they turned over the Kiangsi road bridge. The first three jinrikshas crossed over the bridge. When he was on the middle of the bridge, one of the foreigners told him to stop, and he did so. The same foreigner then came and took the box from his jinriksha, and carried it to the jinriksha in which he was riding. At the time the box was removed, the other three foreigners were all on the bridge. They were the same men who had started with them from the Wharf Hotel. When the foreigner took the box out of his jinriksha, he ran on and called to the prosecutor. The foreigner who had taken the box then turned back in his jinriksha in the same direction they had come, and the other three foreigners followed him. They went quickly. He did not shout after them. He told the prosecutor as well as he could, that the foreigner had run away with the box, and, meeting a Chinese policeman, he told him of the robbery, and they then all went to the Hongkew Police Station. The box produced was the one that was taken from his jinriksha. At that time it was locked and the hinges were not broken.

The prisoner Triggs was the man who told him to go to the Yang-king-pang when they left the Wharf Hotel, and it was the same man who took the box away from his jinriksha on the bridge. Gregory and Moorhouse were two of the other three foreigners who left the Wharf Hotel with them, and were on the bridge when the box was taken, and Gregory was close up when Triggs took the box.

By the prisoner MOORHOUSE—You turned to the right after clearing the bridge, after the box was stolen. After then I could not see you.

Mr. STRIPLING said after turning to the right he must continue towards Hongkew. There was no other road for him to go.

By GREGORY—I am sure you were on the bridge when the box was taken. You were following the man who took the box.

GREGORY said he was never near the bridge.

SUN AH-NEE, the other jinriksha man who was engaged at the same time as the last witness, was examined at great length as to what occurred before the actual robbery took place. Great difficulty was experienced in getting him to answer questions consistently with the evidence given by the other witnesses, and at half-past four o'clock the hearing was further adjourned until ten o'clock this morning.

The case has now occupied the Court two days, and Mr. Stripling intimated at the close of the sitting yesterday that he had three, if not four, more witnesses yet to examine.

22nd March.

On the resumption of the hearing of this case,

HANNAH THALLER, wife of the proprietor of the Wharf Hotel, Hongkew, deposed—On Wednesday last the prosecutor and his friend came to the Hotel about half-past one o'clock. The prosecutor's friend brought me a letter from my son at Calcutta, they asked me if I could give him a room for fifteen days. My husband was not at home and I could not give them a room. They asked me if I knew a tailor who had recently arrived from Egypt, and I told them that I did and that he was staying at the Garibaldi Hotel, on the Yang-king-pang, where I advised them to go. There were four foreign sailors in the house when the Jews came in. I spoke to the Jews in German. They did not stay in the house more than ten minutes. While I was talking to them, the four sailors walked out of the house and were standing near the door when they went out. I called my boy to get jinrikshas for the Jews and I directed them to the Garibaldi Hotel, and told my boy also to tell the coolies to take them there. I asked one of the sailors to tell the coolies to go to the Garibaldi, and he said "Mistress, I am going to French town, and will show the men the Garibaldi." This was the prisoner Triggs. The prisoner Gregory was one of the four men who were in the Hotel when the Jews came in. He paid for drinks the four sailors had. I think O'Farrell was one of the other men, but I cannot say whether Moorhouse was or not.

By O'FARRELL—I cannot say whether two men came to my house on Wednesday afternoon and had two drinks. I remember the police coming to the Hotel on Wednesday afternoon with the two Jews. At the time you were not in the house, I did not hear the police say that a box had been stolen and that he wanted you to go to the Police Station to make a statement to having been in company with the two men who had stolen it.

O'FARRELL said he was in the Wharf Hotel when the Police came in, and they asked him to go to the Police Station to make a statement.

Witness, in answer to another question by O'Farrell, said she did not remember saying on Wednesday afternoon that she was sorry Barney (the prisoner Triggs) had been locked up.

By GREGORY—I do not recollect you coming to the Hotel and having a drink after the police had been there. I do not remember telling you that the police had been after you. I did not hear you say that you would go to the Sailors' Home and stay there until they came.

GREGORY, like O'FARRELL, said he was in the Wharf Hotel on Wednesday afternoon after the police were there, and that he could call two witnesses to prove his statement.

SUN AH-NEE, the jinriksha man, who was under examination when the Court rose on the previous day, was then recalled and deposed that the prisoner Triggs was the man

who directed them which way to go, after leaving the Wharf Hotel, and that he was the man who took the box from the other jinriksha and ran away with it.

WANG YUEN-CHANG, the jinriksha man who was engaged by Triggs when he left the Boar's Head tavern with the box, was the next witness.

The two sailors referred to by the prisoner Gregory were next examined, and they deposed that Gregory and O'Farrell were in the Wharf Hotel on Wednesday afternoon after the police had been there, and that the conversation mentioned by Gregory did take place.

Prisoners were then remanded until Monday, when the depositions will be read over, and it is understood that they will then be committed to take their trial before a jury.

27th March.

The reading over of the depositions in this case to the prisoners was resumed at two o'clock to-day.

The usual form was afterwards read over to the prisoners, as to whether they had anything to say in answer to the charge, and Triggs, O'Farrell and Moorhouse replied that they had not, while Gregory said:—"I was in the Wharf Hotel with them (the prisoners) having a drink when they (pointing to the prosecutors) came in. I afterwards had a drink with them (prisoners) at the Boar's Head. That is all I knew until I was arrested at the Sailors' Home. I have been at sea seventeen years, and I have never been so disgraced before. It was an unhappy day for me when I left my ship."

Prisoners were then formally committed to take their trial in the Supreme Court before a Jury.

MIXED COURT.

Shanghai, March 20th.

Before the Chinese Magistrate CHEN, and

Dr. MACGOWAN, U.S. Assessor.

Curious Case of Arson.

The disposition of the Hongkew arson case perplexed the Court exceedingly. It was finally decided to indict a nominal fine on the doctor, whose slave girl, aged eleven years, and daughter, a young lady, appeared to be the guilty parties on both occasions when attempts were made to fire the premises. The young lady presented a striking appearance and evidently overawed the worthy Magistrate. Her feet were the smallest of the small, and being insufficient duty to sustain her, she was held up by attendants on either side. Chen declared that her tiny feet could never have ascended to the staging where the incendiary was attempted. She was accordingly discharged, and the slave girl reprimanded.

Chen was desirous of having a woman thief beaten on the face after the usual style, for stealing, but at the request of the Foreign Assessor imprisonment was substituted.

The Foreign Assessor and Chen had a long discussion touching the amount of fine proper to be inflicted on proprietors of stray ponies, which had injured municipal trees. Chen gradually rose from \$1 each, as a fine, to \$4, which was a dollar less than that which the Foreign Assessor asked. Four dollars were, however, fixed as a fine for each offender.

Further examination of the great abduction case was deferred until Tuesday next.

25th March.

SUNG CHI-SZ, the Abductor.

The abduction of Sung Cheong was again considered this morning and several important facts elicited by the examination of the Tepas, in whose village the abducted storekeeper was discovered; but Chen having occasion to attend at the Supreme Court at an early hour, the decision of the case was referred until Thursday next.

The Magistrate's departure was, however, unexpectedly delayed by Mr. Penfold bringing in two members of the chain-gang, who, the night before, had committed a violent assault on a fellow prisoner, to the extent of breaking the poor man's leg; it was a case of refracture, a late fracture of the leg having hardly had time to unite. All new

comers in a Chinese prison are required by those who are already in confinement to pay a fee. Nothing of the kind is allowed among Municipal prisoners, but advantage was taken of an opportunity to enforce the usual custom, which the new comer resented—chiefly perhaps because he was not a stranger to the prison, and knew that no such rule obtained there. He was set upon and his leg broken by two prisoners who are noted for crimes of violence. A report from Dr. Johnston represents the patient as likely to be laid up a long time before the fracture can again unite. Three hundred blows were inflicted on the culprits, who groaned a good deal under the infliction.

As there were several "travellers" present, Dr. Macgowan explained that after mouth slapping, which the abductor had suffered for contempt of Court, the punishment just inflicted was of the mildest description. Speaking comparatively, confinement in a Chinese prison was much more severe than such floggings as were inflicted in this Court. For the most part, foreign Assessors advocated flogging, but others thought there was a more excellent thing. However, as things are at present, no change could be looked for. Flogging on the back of the thighs had been found by the Chinese to be less hurtful than on the calves of the legs, &c. Blows inflicted in other regions often cause ulcers that in some persons never healed. In ten days or two weeks these men will be able to resume work in the chain-gang.

An edition of Dr. Macgowan's treatises on the treatment of the apparently drowned, on the treatment of attempted suicide by opium, and the cure of opium smoking, having been printed from fines, copies were distributed among the native police, who, being instructed on these subjects, will often be able to render timely assistance—if they will do so.

Clippings.

Austrian, as well as Russian explorers, are (says the *Pioneer*) making their preparations for visiting Tibet and Lhasa. Count Bela Szechouyi, with two scientific explorers, was, in the beginning of October last, ready to start from Peking. He had interviewed the Chinese Foreign Office, and has so ingratiated himself with Prince Kung that he is able to take with him letters of recommendation to the China Resident at Lhasa. The Chinese authorities, it is said, have promised the Count every possible help.

Writing on the prospects of the forthcoming tea season in Kumaon, the correspondent there of the *Delhi Gazette* says:—Black tea will, as a rule, be made in Kumaon and Gurhwal this season, the low prices given last year for green tea having given dissatisfaction to the planters. The low stocks of Indian black tea in London and the low price of silver ought, moreover, to be strong inducements for the manufacture of black tea this year. The good rainfall of 1878 has given the bushes strength and stamina, and with a good rainy season of 1879, with a fair amount of moisture in the spring and early summer, the prospect of the tea planters in this province for this season ought to be a good one.

The *British Trade Journal* says some attention has lately been given to a more effectual mode of extinguishing fire than the present method of throwing huge volumes of water over burning material. The invention consists of combining gas and water—the latter being used only as a conductor. Experiments made at Henlon showed a saving of about 60 per cent. of water, and a very considerable reduction in the time required to put out a fire. The patentees, Messrs. Atkins, Allen, and Murray-Aston, used an ordinary steam fire engine—first with water and next with their gas and water. The first trial took 33½ minutes, the second quenched every spark in 18 minutes, under most disadvantageous circumstances. In both trials the same sized shed was set alight and played upon after seven minutes had elapsed. The Insurance Offices should look after so useful an invention. It seems incredible in this age of marvels that the primitive squirting of water is retained.

PASSENGERS.

DEPARTED.

str. *Nagoya Maru*, for Nagasaki—
Mr. Stark, child, infant and servant. For
—Mrs. Law and child, and Mr. F. W.
For Yokohama—Messrs. Russell Hill,
14. M. Nelson, J. Gittens, C. L. Lucas, W.
Edison, H. B. MacMan and European sar-
gent and Colonel Glover.

ARRIVED.

str. *Pekin*, from Hankow and Ports—
Messrs. White and Vaughan.

str. *Kiangyung*, from Hankow and Ports
—Stark and family, Messrs. Twinem
and Marshall.

str. *Tahyew*, from Foochow—Messrs.
—Lai and Laisun.

str. *Europe*, from Foochow—Bishop and
Mrs. Burdon, Rev. D. J. Barry, Messrs. Pat-
ter and Gittens.

str. *Glenfield*, from London—Messrs.
—Burgers and Johnston (the latter en route to
Yokohama).

str. *Appin*, from Chefoo—14 European
—saved from the wreck of the *Bencutha*.

str. *Kiangching*, from Hankow—Mr.
—Laid.

str. *W. Cores de Vries*, from Hankow—
—Mrs. Hoskings, and Mr. Carter.

str. *Fung-shun*, from Tientsin—Mr. W.
—Anderson.

str. *Nagoya Maru*, from Japan—Mr.
—Mrs. Johikawa, Messrs. E. Mackintosh,
—Telegraph, Goto, Jwasaki, Yanoski, and
—Shikawa.

str. *Sin Naning*, from Tientsin—Mr.

str. *Yangtze*, from Hongkong—Mrs.
—and child, Miss Law, and Mr. Clough.

str. *Andry*, from Marseilles—His
—Lady Kwo and suite, Messrs.
—Chang, Pearce, Guillot de la Poterie,
—Loo Tzu-yu. From Naples—Mr. and
—Mrs. Perotta. From Singapore—Mr. Noetzi.

str. *Manila*—Mr. Equi. From Hongkong—
—H. Sedgwick, Messrs. Russell, C.

—T. H. Sedgwick, Messrs. Russell, C.
—T. H. Sedgwick, Messrs. Russell, C.

str. *Genai Maru*, from Japan—Mr. and
—Mrs. Dvors and three children, Mr. and Mrs.
—Miss Takatsu Otoku, General Thomas

—Buren (U.S. Consul-General for Japan),
—Arthur C. Steppney, Hon. J. Samarez,
—J. d'Latour, R. d'Latour, H. E. Ox-

—W. Cleaver.

str. *Shanghai*, from Hankow—Mr. Wat-
—son. From Chinkiang—Mr. Maries.

LEAVING.

str. *Amazon*, for Marseilles—Mrs. V.
—Macharie, Mrs. Florent and child, Mr. and

—B. W. Dvors and three children, Messrs.

—Jaher, E. Burenard, E. Krebs, Branchi

—(British Consul), J. W. Hart, Alex. Ferguson,
—C. C. Anderson. For Hongkong—Mrs.

—Brown, Messrs. R. Brousted, E.
—Mackintosh, De Latour (2).

METEOROLOGICAL REPORT.

Barometer.	Ther- mometer at in shade, 9.00 A.M.		Hygrom- eter at 9.00 A.M.		WIND.		Rain-fall in inches previous 24 hours.	
9 A.M.	Atmos- phere.	Max.	Min.	Dry bulb.	Wet bulb.	Force.	Direction	
29.26	52.3	60.0	42.0	48.0	46.0	3	S. S. E.	..
30.15	52.0	63.0	52.0	50.0	50.0	3	S.	..
29.25	44.0	65.0	33.0	43.0	41.0	3	S. E.	..
30.04	53.5	54.0	42.0	50.0	47.0	3	S. S. W.	..
30.05	53.0	56.0	47.5	52.0	49.0	2	S. E.	..
30.12	56.0	69.0	47.0	55.0	50.0	1	S. W.	..
29.97	57.0	70.0	47.0	55.0	50.0	3	N. E.	..

EXPLANATION.

Initials:—b. blue sky; c. clouds; f. fog; h. hail; l. lightning; m. misty (hazy); o. overcast (dull); r. rain; t. thunder; z. calm. Force from 1 to 12, indicated.

PRICE OF THE NORTH-CHINA HERALD
and S. C. & C. GAZETTE.—Per An-
num, Taels 12; Six Months, Taels 6.50.
Three Months, 3.50—all payable in ad-
vance. Credit price, Tls. 13.15 per Annum;
subscriptions will be considered as renewed
unless notice to the contrary be given before
the expiry of the current term.

SCRIPTIONS received, and Single Copies
sold, by GEORGE STREET,

30, Cornhill,

LONDON (E.C.)

EXPORT OF TEAS FROM SHANGHAI AND RIVER PORTS.—SEASON 1878-9.

TO GREAT BRITAIN, &c.						TO GREAT BRITAIN, &c.—Continued.					
VESSEL'S NAME.	DATE	CLEARED FOR	BLACK.	GREEN.	TOTAL.	VESSEL'S NAME.	DATE	CLEARED FOR	BLACK.	GREEN.	TOTAL.
			Piculs.	Piculs.	Piculs.				Piculs.	Piculs.	Piculs.
Gleneagles	May 24	London	21,464.33	.....	21,464.33	Khedive	Sep. 14	London	3,930.72	342.25	4,272.97
Loudoun Castle	" 26	"	26,043.24	.....	20,043.24	"	" 14	Bombay	112.80	179.20	292.00
Anchises	" 24	"	327.72	326.18	653.90	Serapis	" 18	London	8,473.18	.....	8,473.18
Lombardy	" 25	"	392.87	.....	392.87	Titania	" 19	"	6,011.96	.....	6,011.96
"	" 25	Bombay	.....	89.38	89.38	Sindh	" 21	"	.....	107.76	107.76
Ocean King	" 29	London	15,092.00	.....	19,092.00	"	" 21	Bombay	.....	32.51	32.51
Glenartney	" 29	"	17,775.19	.....	17,775.19	Ulysses	" 25	London	4,721.81	920.71	5,642.52
Radnorshire	" "	"	16,385.45	.....	16,385.45	Hindustan	Oct. 3	Hongkong	.....	30.02	30.02
Glenearn	June 1	"	13,699.74	.....	13,699.74	"	" 3	London	.....	396.58	396.58
Sindh	" 1	Marseilles	12.67	.....	12.67	"	" 3	Bombay	.....	202.92	202.92
Sarpedon	" "	London	17,596.40	.....	17,596.40	Priam	" 3	London	1,240.83	480.70	1,721.53
Stad Haarlem	" 6	"	19,047.73	.....	19,047.73	Syria	" 9	"	4,231.47	404.24	4,635.71
Thibet	" 8	"	5,331.96	.....	3,831.96	Diomed	" 9	"	63.76	338.40	402.16
"	" 8	Hamburg	1.20	.....	1.20	Tigre	" 10	"	65.72	238.74	304.46
"	" 8	Bombay	0.75	39.62	40.37	"	" 10	Bombay	.....	53.11	53.11
Afghan	" 10	London	18,598.93	.....	18,598.93	Venetia	" 17	London	.....	771.26	771.26
Haukow	" 13	"	23,967.06	.....	23,967.06	"	" 17	Bombay	.....	63.28	63.28
Orestes	" 13	"	1,280.93	.....	1,280.93	Sarpedon	" 19	London	473.46	882.58	1,356.04
N'veau Mondellia v.	" 13	Nicolaiefek	1,548.87	.....	1,548.87	Yangtsé	" 23	"	.....	209.35	209.35
Argyle	" 13	London	11,472.18	.....	11,472.18	"	" 23	Bombay	.....	34.30	34.30
Yangtse	" 15	"	441.15	.....	441.15	Nizam	" 31	London	294.89	22.56	317.45
"	" 15	Marseilles	34.22	.....	34.22	"	" 31	Bombay	.....	64.62	64.62
Menelaus	" 21	London	3,443.14	.....	3,443.14	Deucalion	" 31	London	1,215.66	402.44	1,618.10
Sunda	" 22	"	501.92	.....	301.92	Glenallooh	Nov. 2	"	103.34	110.51	213.85
"	" 22	Bombay	6.21	35.54	41.75	Ava	" 7	Bombay	.....	40.90	40.90
Coriolanus	" 25	London	11,460.13	.....	11,460.13	Antenor	" 9	Port Said	85.15	.....	85.15
Patroclus	" 27	"	3,742.82	.....	3,742.82	"	" 9	London	2,287.71	551.83	2,839.54
"	" 27	Hamburg	3.20	.....	3.20	Gwalior	" 14	Bombay	.....	279.49	279.49
Ava	" 29	London	227.89	36.00	263.89	"	" 14	London	2,280.72	473.61	2,754.33
"	" 29	Marseilles	11.39	.....	11.39	Orestes	" 18	"	1,259.06	.....	1,259.06
Sestos	July 6	London	2,248.79	369.25	2,618.04	Amazona	" 21	"	213.65	.....	213.65
Teheran	" 6	"	5,522.54	706.87	5,859.41	Thermopylae	" 27	"	6,463.56	399.70	6,863.26
"	" 6	Dunedin	13.59	.....	13.59	Agamemnon	" 29	"	290.33	917.43	1,207.76
"	" 6	Bombay	27.41	.....	27.41	Lombardy	" 29	Bombay	.....	269.09	269.09
Achilles	" 9	London	3,448.04	.....	3,448.04	"	" 28	London	1,458.59	442.87	1,901.46
"	" 9	Odessa	68.70	.....	68.70	Anadyr	Dec. 5	Marseilles	4.82	.....	4.82
Viking	" 10	London	20,546.69	1,553.81	21,900.50	"	" 5	London	1.50	617.21	618.71
Dago	" 12	"	15,452.59	484.43	15,937.02	Glenearn	" 11	"	783.47	1,430.28	2,213.75
Amazona	" 13	"	398.47	506.39	904.86	Geelong	" 14	"	0.90	430.05	430.95
Glenyle	" 17	"	14,595.40	.....	14,595.40	Patroclus	" 14	"	.....	2,866.38	2,866.38
Feronia	" "	"	12,021.98	.....	12,021.98	Glenroy	" 14	"	76.81	9,624.20	9,701.01
Kolga	" 17	Nicolaiefek	1,435.18	.....	1,405.18	Atma	" 20	"	48.66	3.77	52.43
Stentor	" 19	London	3,955.01	373.36	4,328.37	Peiho	" 21	"	.....	502.94	502.94
Cairnsmuir	" 21	"	15,049.57	.....	15,049.57	Achilles	" 28	"	26.24	2,919.23	2,945.47
Malabar	" 24	"	9,910.92	880.42	10,821.34	Teheran	" 28	Bombay	.....	12.42	12.42
Zambesi	" 20	"	4,905.32	1,167.37	6,072.69	"	" 28	London	945.81	662.42	1,608.23
"	" 20	Bombay	36.98	32.27	69.25	Sindh	Jan. 4	"	.....	858.50	858.50
Hector	" 26	London	3,313.89	306.29	3,620.38	Stentor	" 11	"	311.65	2,294.83	2,606.48
Standard	" 26	"	4,434.88	36.56	4,461.44	Mongolia	" 10	"	514.40	1,268.84	1,783.24
Anadyr	" 27	"	0.78	637.69	638.47	"	" 10	Bombay	0.40	55.56	55.96
Flours Castle	Aug. 5	"	20,234.52	.....	20,234.52	Iraoudy	" 17	London	.....	253.64	253.64
Surat	" 3	"	3,535.59	602.94	4,188.53	Hector	" 20	"	147.85	1,324.90	1,472.75
"	" 3	Bombay	.....	23.25	23.25	Pekin	" 25	"	121.62	835.41	957.03
Tencer	" 9	London	5,659.69	33.50	5,693.19	Tigre	" 31	"	.....	319.29	319.29
Peiho	" 10	"	2.23	430.61	423.84	Malwa	Feb. 8	Bombay	.....	570.83	570.83
City of Baltimore	" 12	"	5,605.87	68.13	5,674.00	"	" 8	London	52.13	271.55	323.68
Pekin	" 18	"	4,200.04	1,332.61	5,542.65	Glenyle	" 8	"	17.95	493.35	511.30
Mikado	" 20	"	4,441.02	386.31	4,827.33	Yangtsé	" 14	Bombay	340.01	.....	340.01
Djennah	" 24	"	0.42	440.29	440.71	Glaucus	" 21	London	3.92	553.08	557.00
Windhover	" 31	"	8,722.56	138.07	8,860.63	Gwalior	" 22	Bombay	.....	291.94	291.94
Ajax	" 31	"	1,244.39	474.71	1,719.10	"	" 22	London	.....	154.89	154.89
Strathleven	" 31	"	6,240.05	559.25	6,799.30	Ava	" 28	Bombay	.....	132.27	132.27
Hesperia	" 31	"	59.29	.....	59.29	Geelong	Mar. 7	London	.....	447.65	447.65
Hesperia	" 31	Hamburg	25.71	.....	25.71	"	" 7	Bombay	.....	488.73	488.73
Kashgar	" 31	London	1,791.43	1,721.23	3,512.66	Ulysses	" 11	London	174.60	612.40	787.00
"	" 31	Venice	1.30	.....	1.30	Djennah	" 14	"	.....	189.74	189.74
"	" 31	Bombay	2.66	48.32	50.98	Priam	" 18	"	10.07	427.48	437.55
Iraoudy	Sept. 7	London	34.00	0.45	34.45	Bokhara	" 21	"	.....	148.32	148.32
"	" 7	Bombay	.....	26.46	26.46	"	" 21	Bombay	.....	171.31	171.31
Altona	" 13	"	4,379.00	254.28	4,623.28						
Glaucus	" 14	"	1,725.44	163.22	1,888.66	Total			460,188.88	56,612.36	516,801.24

EXPORT OF TEAS FROM SHANGHAI AND RIVER PORTS.—SEASON 1878-9.

TO JAPAN AND COAST PORTS AND AMERICA.						TO JAPAN AND COAST PORTS AND AMERICA.—Continued.					
VESSEL'S NAME.	DATE	CLEARED FOR	BLACK.	GREEN.	TOTAL.	VESSEL'S NAME.	DATE	CLEARED FOR	BLACK.	GREEN.	TOTAL.
			Piculs.	Piculs.	Piculs.				Piculs.	Piculs.	Piculs.
Tokio Maru	June 4	Nagasaki	298.76	.....	298.76	Tokio Maru	July 2	Nagasaki	3.30	.....	3.30
"	" 4	Hio	4.16	.....	4.16	Anchises	" 9	New York	1.65	.....	1.65
"	" 4	Yokohama	4.85	.....	4.85	Glenorchy	" 16	"	1,206.57	1,210.07	2,416.64
Hiroshima Maru	" 8	New York	236.13	.....	236.13	Saikio Maru	" 22	"	70.98	334.54	405.52
"	" 8	Boston	141.43	.....	141.43	"	" 22	Chicago	.....	111.32	111.32
Orestes	" 8	New York	172.07	.....	172.07	"	" 22	San F'cisco	.....	129.48	129.48
Nagoya Maru	" 20	"	842.21	.....	842.21	Gordon Castle	" 27	New York	1,093.68	1,852.37	2,946.05
"	" 20	Boston	85.02	.....	85.02	Hiroshima Maru	Aug. 6	"	1.01	692.15	693.16
Menelaus	" 21	New York	44.21	.....	44.21	"	" 6	Chicago	51.50	.....	51.50
Patroclus	" 27	"	204.33	.....	204.33	Saikio Maru	" 22	New York	208.40	207.12	415.52
Saikio Maru	" 25	Yokohama	14.80	.....	14.80	"	" 22	Chicago	.....	784.94	784.94
Tokio Maru	July 2	New York	130.07	.....	130.07	"	" 22	San F'cisco	17.81	1.73	19.54
"	" 2	Chicago	76.91	.....	76.91	Gleniffer	" 31	New York	239.94	2,528.51	2,814.00
"	" 2	San F'cisco	235.39	.....	235.39	Nagaya Maru	Sep. 10	"	1.64	493.60	495.24

EXPORT OF TEAS FROM SHANGHAI AND RIVER PORTS.—SEASON 1878-9.—Continued.

TO JAPAN AND COAST PORTS AND AMERICA.						TO JAPAN AND COAST PORTS AND AMERICA.—Continued.					
VESSEL'S NAME.	DATE	CLEARED FOR	BLACK.	GREEN.	TOTAL.	VESSEL'S NAME.	DATE	CLEARED FOR	BLACK.	GREEN.	TOTAL.
			Piculs.	Piculs.	Piculs.				Piculs.	Piculs.	Piculs.
Nagoya Maru... s.s.	Sep. 10	Chicago	212.70	550.46	763.16	Haydn Brown... s.v.	Nov 22	New York	416.40	1,647.65	2,064.05
" " " "	" 10	San Francisco	6.30	115.23	121.53	Glenartney... s.s.	" 29	"	22.32	7,405.02	7,427.34
Merionethshire... "	" 19	New York	687.04	9,185.70	9,872.74	Nagoya Maru... "	Dec. 3	"	"	881.38	881.38
City of Santiago... "	" 26	"	"	3,517.72	3,517.72	J. R. Worcester s.v.	" 13	"	"	4,773.18	4,773.18
Hiroshima Maru... "	Oct. 2	Chicago	16.34	960.37	976.71	Glenlyon... s.s.	" 28	"	"	5,946.17	5,946.17
" " " "	" 2	San Francisco	9.00	112.69	121.69	Tokio Maru... "	Jan. 16	Chicago	"	52.80	52.80
" " " "	" 2	New York	"	699.40	699.40	" " " "	" 16	New York	"	50.38	50.38
" " " "	" 2	Yokohama	5.54	"	5.54	Golden State... s.v.	Feb. 3	"	"	6,557.15	6,557.15
Ocean King... "	" 10	New York	33.97	6,807.34	6,841.31	Genkai Maru... s.s.	" 4	Chicago	"	1,088.77	1,088.77
Gleneagles... "	" 15	"	"	3,980.98	3,980.98	" " " "	" 4	New York	"	10.77	10.77
Genkai Maru... "	" 14	"	"	440.01	440.01	Cyphrenes... "	" 8	"	13.30	2,913.81	2,927.11
" " " "	" 14	Chicago	"	487.93	487.93	Mary Whitridges v.	Mar. 6	"	"	1,600.17	1,600.17
Braemar Castle... "	" 29	New York	2.27	6,036.69	6,038.96	Priam... s.s.	" 18	"	"	26.61	26.61
Hiroshima Maru... "	" 29	"	930.43	"	930.43	Hiroshima Maru... "	" 18	Chicago	"	606.16	606.16
Genkai Maru... "	Nov 15	San Francisco	"	30.01	30.01						
Glennfinlas... "	" 15	New York	0.18	7,692.80	7,692.98	Total.....			7,791.16	82,523.18	90,314.34

SHANGHAI OPIUM AND SILK RETURNS FOR SEASON COMMENCING JUNE 1, 1878.

FROM IMPERIAL MARITIME CUSTOMS.

SILK.

	TO GREAT BRITAIN.	TO MARSEILLES AND CONTINENT.	TO AMERICA.	TO HONG-KONG, COAST PORTS, &c.	TOTAL CHINA.	JAPAN TRANSSHIPPED.	GRAND TOTAL.
	Bales.	Bales.	Bales.	Bales.	Bales.	Bales.	Bales.
Total as per last Report	14,378	29,308	4,293	2,044	46,023	..	50,023
Subsequent Shipments	386	75	61	63	585	..	575
Total....	14,764	29,383	4,344	2,107	50,608	..	50,598

OPIUM

RETURN FOR WEEK ENDED 22ND MARCH, 1879.

IMPORTED				MALWA.		PATNA.		BENARES.		PERSIAN.		
				Chests.	Weight.	Chests.	Weight.	Chests.	Weight.	Chests.	Weight.	
Imported and stored on board Receiving Vessels				1,037	1,037.00	160	192.00	150	180.00	138	138.00	
Imported and transhipped for re-exportation without being stored on board				"	"	"	"	"	"	"	"	
Receiving Vessels or landed				"	"	"	"	"	"	"	"	
Imported direct to the shore				"	"	"	"	"	"	"	"	
Total.....				1,037	1,037.00	160	192.00	150	180.00	138	138.00	
Landed from Receiving Vessels and intended chiefly for Local consumption				29½	29.50	268	321.00	74	88.50	3	3.00	
Description.	Chinkingang.	Wuhu.	Kiuk'ang.	Hankow.	Chefoo.	Tientsin.	Newchwang.	Ningpo.	Shanghai.	Foochow.	Hongkong.	Total.
RE-EXPORTED	Chts. Wght.	Chts. Wght.	Chts. Wght.	Chts. Wght.	Chts. Wght.	Chts. Wght.	Chts. Wght.	Chts. Wght.	Chts. Wght.	Chts. Wght.	Chts. Wght.	Chts. Wght.
Malwa	83 83.00	25 25.00	17 17.00	48½ 48.50	157 157.00	158 158.00	69 69.00	82 82.00	"	"	"	639½ 639.50
Patna	8 9.00	1 1.20	"	7 7.00	"	"	"	9 10.80	"	"	"	25 25.00
Benares	20 20.00	"	"	"	"	"	"	15 18.00	"	"	"	35 42.00
Persian	8 9.00	4 4.00	6 6.00	"	12 12.00	36 36.00	2 2.00	"	"	"	"	69 69.00
Turkey	"	"	"	"	"	"	"	"	"	"	"	"
Total....	120 125.00	30 30.20	23 23.00	55½ 56.90	169 169.00	194 194.00	71 71.00	106 110.80	"	"	"	788½ 789.50

COMMERCIAL INTELLIGENCE.

SHANGHAI, 27TH MARCH, 1879.

PIECE GOODS.—At last there has been a check in the large business in Grey Shirtings that has been so steadily reported this year, and sales are not on the scale of the past few weeks, the causes are natural, and not owing to any bad news or panic, but simply that the first burst of Spring demand has been satisfied, and buyers wait until their large purchases are cleared off before laying in fresh stocks. The news from Tientsin is satisfactory enough, shippers there this season have been making large profits on almost everything, and feel confident a great quantity of goods will yet be wanted. The demand for the river and local ports has rather fallen off also, but there are hopes that ere long Japan will be in the market again. No steamers have yet returned from Newchwang, and fears are entertained that a late winter has retarded their arrival there, this port usually takes the majority of its goods sometime after Tientsin, and not quite at the opening of the port. In the open market here, fine and good medium 8½-lbs. Shirtings have maintained in most cases their value, but common qualities, which are now arriving freely, have given way 2 or 3 caudareens; at Auction an increased quantity being sold without reserve, prices for the best as well as common have gone back 2 to 4 caudareens, medium alone keeping up. Heavy Shirtings have been selling well at previous rates, White Shirtings are still scarce and wanted, and 7-lbs. T-Cloths have been again going off more freely at steady, and sometimes higher rates, whilst English Drills are firm, and a few selling at full prices. A reaction in the Sterling exchange market also makes an improvement.

GREY SHIRTINGS.—8½-lbs.—Sales reported are 35,000 pieces of Dewhurst's Eagle at £1.72, and Mildewed at £1.70, Hand and Branch at £1.71, Green Dragon and Tiger at £1.66, Windmill at £1.62 to 1.63, Butterfly at £1.63, Horse and Jockey at £1.61, Red Pheasant at £1.60½, Lion at Flag at £1.60, Lion on Bale at £1.59,—the demand has not been active all the week, but prices are firm for best and medium quality goods, except in one or two cases, where a concession has been made; common qualities have given way amongst the Chinese, who are the holders of most of the goods arriving now, and also at Auction, the enquiry such as it is running chiefly on the better kinds.

7 and 6-lbs.—No 7-lbs. have been sold, and of 6-lbs. 2,750 pieces Stag at £1.16½, and Large Eagle at £1.14½; goods are wanted, and prices firm.

9, 12-lbs.—Sales are 17,500 pieces of Dewhurst's Eagle A at £2.40 (10,000 pieces), Medallion at £2.42, Hand and Branch at £2.17, and Blue Joss at £2.06; a good enquiry has existed, and the quotation for Dewhurst's shows a rise of 2½ caudareens per piece.

T-CLOTHS.—7-lbs.—Sales are 30,000 pieces of Cock at £1.42½, Man and Fish at £1.40, Dollar at £1.34, Gold Dragon at £1.25, Steamer at £1.24 to 1.25, Crown at £1.18, Red Elephant at £1.14, Red Joss at £1.15, Silver Sycee at £1.13, Green Princess O H and Stag Y X at £1.12½, and a few superior quality (with a Chinese inscription) at £1.90. There has been a steady enquiry especially for good qualities, and prices are again a trifle higher.

8-lbs.—The only sales are 1,600 pieces of Blue Stag at £1.44, and Dollar at £1.51, the market is not active, and sales hard to make. In 6-lbs., nothing has been done; they are, however, wanted.

WHITE SHIRTINGS.—Sales are 4,000 pieces, say 64-reed Stag at £1.86½, Old Man at £1.68, and 56-reed Gold Bear at £1.57½, the demand continues, and goods are very scarce.

DRILLS.—Of English, 4,700 pieces Dragon R were settled at £1.85 to 1.86, and ordinary Dragon 14-lbs. at £1.77, the enquiry is still limited. In American Drills, besides the P M C D sold at Auction at £2.76 net, the only transaction is 900 pieces Boot Cock at £2.69, buyers are waiting now for news from Newchwang before sending up further supplies, and meantime holders are firm; the str. *City of Santiago*, and several sailing ships have arrived from New York, and the purchases made "to arrive" are being cleared.

SHEETINGS.—American goods are still in demand, with very few offerings, sales are 1,600 pieces Indian Head at £2.80 2,000 pieces Massachusetts at £2.75, 1,000 pieces, Massachusetts 10-lbs. at £2.10, and 1,725 pieces 10-lbs. Pakwa at £1.90. Of American Shirtings, 1,900 pieces 10-lbs. Joss A were sold at £2.30.

FANCY GOODS.—Velvets have recovered a bit; a sale of 2,800 pieces Chintz Drills 25 yards, Stork at £2.05 is reported, and Chintzes are selling fairly well.

WOOLLENS.—Camlets have recovered from the late fall and are about 2 mace higher for the week, with a good demand, this is partly owing to reduced quantities sold at auction. Long Ells show no improvement, neither do Spanish Stripes, with the exception of T T B, which sold to-day at rather better rates. Figured Orleans are firm and rather higher, H D B well assorted have been sold at £3.32½. Plain Black Lustres have come into demand for Japan again, and 3,000 pieces were sold, say H O B Two Wing at £3.30, Gold Lion at £3.20 and Phoenix at £3.15.

	Scarlet.	Dk. Blue.	Gentian.	Lt. Gt.	Black.	Purple.	Green.	Orange.	Mauve.	Ash & Lav.	White.	Total Sales
KIN-MING, 25th inst.												
Camlets C.P.H. p. pce. £	11.60/6	13.48/62	11.79/88	12.29/32	11.62/6	.....	.....	.....	.....	.....	.....	...
Sales, pcs...	500	50	50	100	20	.....	.....	.....	.....	.....	.....	720
Long Ells C.P.H. p. pce. £	6.37/9	6.21/2	5.56	.....	5.40	6.30/1	6.50/1	5.95	.....	.....	.....	...
Sales, pcs...	1,000	60	20	.....	20	60	40	20	.....	.....	.....	1,220
Lasting, Lion p. pce. £	.....	.....	10.95	.....	10.36	.....	.....	.....	.....	.....	.....	80
Elephant p. pce. £	.....	.....	9.97½	.....	8.37½	.....	.....	.....	.....	.....	.....	80
S. Stripes C.P.H. p. yd. £	0.52½/52.6	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	...
Sales, pcs...	192	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	192
E-wo, 26th inst.												
Camlets H.D.B. p. pce. £	11.45	12.65/70	11.55	12.11/12	11.47½	.....	.....	.....	.....	.....	.....	...
Sales, pcs...	80	50	40	20	10	.....	.....	.....	.....	.....	.....	200
Long Ells H.D.B. p. pce. £	6.26	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	...
Sales, pcs...	240	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	240
Sp. Stripes " p. yd. £	0.52	0.52.1	0.62½/62.9	.....	0.47	.....	0.53½	.....	.....	.....	.....	...
Sales, pcs...	60	6	42	.....	6	.....	6	.....	.....	.....	.....	120
YUEN-FONG, 27th inst.												
Camlets S.S.G. p. pce. £	11.52½/5	12.22½/35	11.42½/5	12.17½	11.40	.....	.....	13.28/35	11.60/70	.....	12.70	...
Sales, pcs...	220	70	150	20	10	.....	.....	40	40	.....	20	570
" G.G. per pce. £	11.57½	12.40	11.45/32½	.....	11.40	.....	.....	13.47½	.....	.....	12.70	...
Sales, pcs...	40	10	30	.....	10	.....	.....	10	.....	.....	10	110
Long Ells " per pce. £	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	...
Sales, pcs...	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	...
S. Stripes T.T.B. p. yd. £	0.54½/54½	0.54½	0.64½/7½	.....	.....	0.49½/50	0.58	0.54	.....	0.55½/7½	.....	...
Sales, pcs...	132	24	60	.....	.....	12	6	6	.....	12	.....	252

AUCTION SALES OF COTTON GOODS—

"Tseang-tae."—24th instant

	Three-Dog.	Red Pagoda.	Red Buffalo.	Black Cormorant.	Red Cormorant.	Red Lion.	Total.
GREY SHIRTINGS —8½-lbs.	£1.60½	£1.60½	£1.56/56½	£1.48	£1.55½/55½	£1.38½/38½	.....
Sales, pcs...	1,000	250	750	750	1,800	750	5,300 pcs.
9.12-lbs. ....	.....	.....	Blue Horse Head.	Green Horse Head.	.....	.....	.....
Sales, pcs...	.....	.....	£2.14½/14½	£2.09½	.....	.....	350 "
6-lbs. Red Ship at £1.14½ to 1.15½	.....	.....	.....	.....	250	.....	500 "
T-CLOTHS —7-lbs.	Pagoda.	Blue Head.	Blue Lion.	T T X.	Buffalo.	Blue Ship.	.....
Sales, pcs...	.....	£1.46	.....	.....	£1.15½/16	.....	400 "
8-lbs. ....	.....	100	.....	.....	300	.....	.....
Sales, pcs...	.....	.....	Black Head.	.....	400	.....	600 "
DRILLS—Dragon 15-lbs. at £1.78½; 14-lbs. at £1.78½ to 1.79½	.....	.....	.....	.....	.....	.....	320 "
IRISHES—Woman at £2.20½ to 2.20½	.....	.....	.....	.....	.....	.....	100 "
VELVETS—22-inch Pakwa at £0.13.55	.....	.....	.....	.....	.....	.....	90 "

"King Ming."—25th instant—

	Red Ram.	Blue Ram.	Blue Lion.	Red Lion.	Green Lion.	Blue Ram (mild).	Blue Eagle.	Total.
GREY SHIRTINGS —8½-lbs.	£1.59½/60	.....	£1.53½/53½	£1.59½	£1.50½/51	.....	£1.57/57½	.....
Sales, pcs...	700	.....	2,050	1,450	1,100	.....	450	5,750 "
9.3-lbs. 44-inch Green Ram at £1.74½; Red Lion at £1.71	.....	.....	.....	.....	.....	.....	.....	250 "

"Nie Kee."—25th instant—

	Sun, 2½-lbs.	Eagle, 2½-lbs.	Fisherman, 2½-lbs.	Bull Head, 2½-lbs.	Fish, 2½-lbs.	Pheasant, 2½-lbs.	Total.
TURKEY RED CAMBRICS	£1.11/1.25½	£1.08/1.15	£1.33/1.47½	£1.14/1.21	£1.17	£1.05½	.....
Sales, pcs...	312	235	880	223	240	.....	2,130 "
DYED SPOTS—£1.66	.....	.....	.....	.....	.....	.....	350 "
VELVETS—Woman at £0.13.07½ to 13.10; Velveteens, Stag at £0.11.3	.....	.....	.....	.....	.....	.....	294 "

ARTICLES.		QUOTATIONS.		ARTICLES.		QUOTATIONS.	
<i>Cotton Piece Goods.</i>		<i>T.m.c.</i>	<i>T.m.c.</i>			<i>T.m.c.</i>	<i>T.m.c.</i>
G. E. GREY SHIRTINGS—				BROAD CLOTH.....	per yard	1.25	1.60
38½ yds. 39 in. 6-lbs.	per piece	1.12	@ 1.20	CAMELS—			
7-lbs.	"	1.20	" 1.40	English, 88, 56 yds. 31 in. Assorted.	per piece	11.00	12.00
8½ to 8½-lbs.	"	1.38	" 1.72	LONG ELLS—			
Dewhurst XX	"	1.75	"	Scarlet, 24 yds. 31 in. 12-lbs.	"	6.00	6.50
9 to 9½-lbs.	nom.	1.90	2.00	Assorted	"	6.00	6.30
9.12 to 10-lbs. common quality	"	1.92	2.35	LASTINGS, 30 yds. 31 in.	"	7.15	11.00
best quality	"	2.40	2.55	CRAPE LASTINGS, 30 yds. 31 in. Asst.	"	3.70	7.50
G. E. WHITE SHIRTINGS—				LUSTRES, Assorted	nom.	2.70	3.25
40 yds. 36 in. 56 reed	"	1.50	" 1.60	ORLEANS, Figured, 30 yds. 30 in. Asst.	"	3.15	2.55
60 reed	nom.	1.55	1.65	Plain, 30 yds. 31 in. Black.	"	3.05	3.25
64 reed	"	1.65	1.75	<i>Metals and Sundries.</i>			
64 reed best	"	1.75	1.90	JAPAN COPPER—Slabs	per picul	15.60	16.00
66 to 72 reed	"	1.90	2.10	" Ore	"	14.50	14.80
best	"	2.10	2.60	QUICKSILVER	"	48.00	48.50
AMERICAN DRILLS—				TIN PLATES—14 x 10	per box	4.00	4.20
40 yds. 30 in. 14-lbs.	"	2.70	" 2.80	STEEL	per picul	2.80	2.90
AMERICAN JEANS—				Bamboo	"	3.40	2.60
30 yds. 30 in. 6½ to 8-lbs.	"	1.40	" 2.15	TIN, Fong Hing	"	16.70	16.80
AMERICAN SHEETINGS—				Quang-dia	"	16.10	"
40 yds. 40 in. 14-lbs. best	"	2.67½	" 2.80	Fok Chok	"	16.60	"
ENGLISH DRILLS—				HOOP IRON	"	2.50	2.60
40 yds. 30 in. 14 to 15-lbs.	"	1.77	" 1.90	FIG IRON	per ton	16.00	18.00
best	"	2.00	" 2.20	IRON WIRE, Nos. 11 & 14	per picul	4.30	"
ENGLISH JEANS—				" " 11 & 21	"	4.40	"
30 yds. 30 in. 8 to 8½-lbs.	"	1.30	" 1.80	" " 15 & 25	"	5.20	5.30
ENGLISH SHEETINGS—				IRON - Nail Rod—			
40 yds. 40 in. 14 & 16-lbs.	"	1.97	" 2.20	Dawes' Best	per picul	2.05	2.10
DUTCH DRILLS—				H. Rogers, Sons & Co.	"	1.95	2.00
30 in. 40 yds.	"	2.05	" 2.30	M.M. Crown	"	1.85	1.90
DUTCH JEANS—				Belgian	"	1.80	"
30 in. 40 yds.	"	1.60	" 1.90	Flat and Round	"	2.10	2.40
T-CLOTHS—				Do. Belgian	"	2.00	2.05
6-lbs. 24 yds. 32 in. Ordinary	"	0.88	" 0.92	LEAD, common brands	nom. per picul	4.00	4.10
7-lbs.	"	0.94	" 1.03	L B.	"	4.30	4.35
7-lbs. Mexican	"	1.05	" 1.50	SUGAR			
8 & 8½-lbs. 36 in.	"	1.23	" 1.65	Black, common	per picul	2.90	3.30
XX and best	"	1.70	" 1.90	Formosa	"	3.30	3.60
HANDKERCHIEFS, Blue, 28 in. to 32 in. per doz.		0.45	" 0.55	White, No. 1	"	6.80	7.00
Brown, 28 in.	"	0.40	" 0.42	No. 2	"	6.20	6.40
GENTIAN SHIRTINGS	per piece	2.00	" 2.40	No. 3	"	5.40	5.80
BROCADES, White, 40 yds. 36 in., nom.	"	1.60	" 1.70	PEPPER—Black	"	6.20	6.30
Dyed, Assorted	"	2.30	" 2.60	White	"	10.70	11.00
DAMASKS, Assorted, 40 yds. 26 in., nom. per piece		3.80	" 4.20	RATTANS—Common	per picul	2.20	2.60
CHINTZ, Assorted, 28 yds. 28 in.		1.30	" 1.45	Good to fine	"	3.00	4.00
Blue	"	1.18	" 1.23	Best	"	4.50	5.00
Brown	nom.	1.20	" 1.35				

KEROSENE OIL.—The arrivals from New York are still very large; a heavy proportion of the cargoes now coming in being already sold to arrive, the natives are full, and will only offer about £1.53, which is refused.

SILK.—We quote the following from Mr. W. T. Phipps' circular:—Important transactions have taken place for the outgoing mail, considering the advanced period of the season, and settlements are reported of nearly 1,500 bales at unchanged rates. Exchange, however, has advanced the last day or so as rapidly as it declined a week since, and has caused general inaction on the part of buyers, holders refusing to lower their tael prices in proportion, and the market closing very quiet. Of the late purchases of the speculator's stock of Taslees a considerable percentage has turned out to be mildewed upon inspection, and several parcels have in consequence been rejected. Total settlements to date are about 54,500 bales, leaving an unsold stock of all descriptions of nearly 7,000 bales.

COMMERCIAL POSTSCRIPT.

MARCH 28, 1879.

ARRIVALS during the week.—March 21st, British steamer *Gleniffer*, from London, &c.; 22nd, British steamer *Sarpedon*, from Liverpool, &c.; German barque *Therese Behn*, from Hamburg; 23rd, British steamer *City of Santiago*, from New York; American barque *Freeman*, from New York; Russian barque *Kalaja*, from Sydney; 24th, British barque *Ceres*, from Sydney; American ship *Levi C. Wade*, from New York; 25th, German barque *Marie*, from Newcastle; 26th, M.M. steamer *Anadyr*, with the French mails, &c.

DEPARTURES during the week.—March 22nd, British steamer *Gordon Castle*, for Saigon; P. & O. steamer *Bokhara*, with the English mails, &c.

The M.M. mail steamer *Amazona* takes about 1,900 bales of SILK.

EXCHANGE.—On London, Telegraphic Transfers, 4s. 10d. Bank Bills, 6 months' sight, 4s. 11½d. First-class Credits to Bank, 5s. 0d. to 5s. 0½d. Private and Documentary, 5s. 0d. to 5s. 0½d. On Paris, Bank, 6.15. Private, 6.32 to 6.33. On India, Bombay Bank, demand, Rs. 299 to 302½; Calcutta, Bank, demand, Rs. 299 to 302½. On Hongkong, Bank Bills, demand, 27½ per cent. discount. Private, 15 days' sight, 27½ per cent. discount. Bullion, Gold Bars, Peking, Shanghai Tls. 197 per bar of 10 Tls. Shanghai weight. Bar Silver, Shanghai Tls. 111.20 per 100 taels Canton weight. Mexican dollars, Shanghai Tls. 72.775 per 100. Copper Cash, 1,450 per tael.

S H A R E S.

SHANGHAI, 28th March, 1879.

The past week has been marked by a large business in Bank shares at lower rates than have been current since June, 1877; and a decline in Fire and Marine Insurance shares.

Hongkong & Shanghai Banking Corporation.—During the past few days from 800 to 900 shares have been placed here from Hongkong, at 30% to 28% premium. The market is firm at the lower rate.

China Coast Steam Navigation Co.—One or two lots have been sold at £95½ and £96. Shares are now offering at these rates.

Shanghai Tug-Boat Association.—Shares are held for £130. A dividend of 4% is expected in a few days.

Shanghai Gas Co.—Sales have been made at £128 and £130. The market is firm, with buyers at the higher rate, while holders ask £135.

China Traders' Insurance Co.—Shares are offered at \$1,300.

Yangtze Insurance Association.—The market is quiet, with sellers at £705.

Chinese Insurance Co.—A small lot was sold at \$265.

Hongkong Fire Insurance Co.—Shares have changed hands locally at \$725 and \$707, with exchange 72½, and from Hongkong at \$700.

China Fire Insurance Co.—There are sellers at \$161.

Shanghai and Hongkew Wharf Co.—Shares are offering at £151.

Chinese Imperial Government Loan of 1877.—In consequence of the advance in sterling exchange, rates have declined, not more than £108 being now procurable for bonds.

SHARES.	No.	Value.	Paid up.	POSITION PER LAST REPORT.			LAST DIVIDEND, &c.		CASH QUOTATIONS.
				Reserve.	At Working Account.	Date.	To Shareholders.	When pd. or due.	Closing.
<i>Bank.</i>									
Hongkong & Shanghai Banking Corporation	40,000	\$125	\$125	\$1,300,000	\$29,525.50	31 Dec. 78	* 21	18 Feb. 79	28% prem.
<i>Steamer Companies.</i>									
Shanghai Steam Navigation Co. (in Liquidation)	22,500	£100	£10.50	.....	.....	30 Dec. 77	{ Return of £ 3 on capital.	15 Jan. 79	16
China Coast Steam Navigation Co.	5,000	£100	£100	£70,249.82	£24,587.54	31 Dec. 78	+ 9 %	11 Mar. 79	96
Shanghai Tug Boat Association	900	£100	£100	.....	.....	.....	4 %	21 Jan. 79	125
<i>Docks.</i>									
Shanghai Dock Co.	440	£500	£500	£10,109.90	.....	30 June 78	* 2 %	8 Jan. 79	238
Pootung Dock Co.	950	£100	£100	.....	.....	.....	* 5 %	9 Jan. 79	98
<i>Gas.</i>									
Shanghai Gas Co.	1,500	£100	£100	£8,640.30	.....	31 Dec. 77	* 5 %	20 Jan. 79	130
Compagnie du Gaz	500	£100	£100	£6,436.23	£11.42	31 Dec. 78	* 6 %	17 Feb. 79	145
<i>Insurance (Marine.)</i>									
China Traders' Insurance Co., Limited	600	1,666.67	\$500	\$225,000.00	\$92,935.52	30 Apl. 78	12 %	31 July 78	1,300
North-China Ins. Co., 1875/77	1,000	£2,000	£600	.....	£542,051.14	30 June 78	£140	2 July 78	30
Do. 1878	1,000	£2,000	£600	.....	£446,368.62	30 June 78	.....	.....	1,250
Union In. Society of Canton	500	\$2,500	\$500	\$262,132.10	\$21,091.40	31 Dec. 77	+ \$113.37	30 Sep. 78	1,600
Yangtze Insurance Association	1,200	£350	£350	£334,144.48	£74,285.99	15 Apr. 78	* 6 %	20 Jan. 79	705
Chinese Insurance Co., Limited	1,500	\$1,000	\$200	\$74,133.82	.....	30 Dec. 76	* 6 %	1 Jan. 79	265
<i>Insurance (Fire.)</i>									
Hongkong Fire In. Co., Limited	2,000	\$1,000	\$200	\$701,842.00	\$271,923.55	31 Dec. 78	+ \$57.95 p.sh.	26 Feb. 79	705
China Fire In. Co., Limited	4,000	\$500	\$100	\$346,896.00	\$164,354.46	31 Dec. 78	+ 12 %	24 Feb. 79	161
<i>Miscellaneous.</i>									
Shanghai & H'kew Wharf Co.	2,150	£100	£100	£5,000.00	£2,000.86	31 Dec. 78	* 7 %	25 Feb. 79	151

LOANS.	Amount of Loan.	Nominal Value of Bonds or Debentrs.	Rate of Interest.	When Payable.	Closing.
Shanghai Mun. Debentures—Issue 1872	£ 28,700.00	£ 100.00	8 %	30th April & 31st Oct.	} £104½ nom.
Do. 1873	£ 21,000.00	£ 100.00	"	30th June & 31st Dec.	
Do. 1875	£ 42,800.00	£ 100.00	"	30th June & 31st Dec.	
Do. 1878	£ 24,000.00	£ 100.00	"	30th June & 31st Dec.	
Lyceum Theatre Ordinary Debentures..	£ 17,000.00	£ 25.00	"	30th June.	£ 13 ex int.
Do. Preference do.	£ 5,362.50	£ 37.50	5 %	31st Dec.	£ 20 nom.
Chinese Imperial Government Loan 1874	£ 627,615	£ 100	8 %	30th June & 31st Dec.	£101 do.
Do. do. 1877	£1,604,276	£ 100	8 %	28th Feb. & 31st Aug.	£108

* For half-year + For year.

J. P. BISSET & Co.

THE WEATHER has been warm and seasonable during the week, until to-day, when a cold and high wind prevails, considerably reducing the temperature. The thermometer has ranged from 37 to 69.